



CITY OF DURHAM
General Services Department
Project Management Division
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Request for Qualifications

Date of Issue: **March 28, 2016**

Design Services for Roof, Envelope, Lobby and HVAC Repairs for the City of Durham's Fire Administration Building

The City of Durham is requesting Statements of Qualifications from qualified firms to provide professional design and consulting services for Interior Lobby, Roof, Envelope and HVAC Repairs at the Fire Department's Administration Building. This RFQ provides complete information on the services being sought, the submittal requirements and timeline.

The complete Request for Qualifications (RFQ) may be viewed at <http://www.durhamnc.gov/departments/purchasing/> and copies may be downloaded directly from this site which is the only official source for this document. *Acquiring from a different source could mean that this document has been superseded by a later version. The City is not responsible for any reader's failure to heed this notice.* The City is not responsible for providing updated information/changes to firms not known by the City as holding a copy of the RFQ.

All Submitters shall register with the General Services Department by **April 15, 2016.**

To register as an interested firm, email the firm name and address as well as a prime contact name with his/her phone number, e-mail address and fax number to the City contact listed below. Questions, requests for information and responses to this RFQ shall be addressed and delivered to:

Dave Delcambre, AIA, Senior Project Manager
General Services Department, Project Management Division, 2011 Fay Street, Durham, NC 27704
ph. (919) 560-4197, ext. 21255 fax (919) 560-4970 e-mail: dave.delcambre@durhamnc.gov

Submitters are strongly encouraged to attend a pre-submittal conference that will be held on **Thursday, April 7, 2015 at 10:00 a.m. at the Fire Department's Administration Building, 2008 E. Club Blvd. Durham, N.C.**

Sealed proposals must be received by **3:00 p.m. on April 29, 2016 at the General Services Department, 2011 Fay Street, Durham, NC.**

Late Qualifications, amendments and/or responses received after the time and date listed above shall not be considered for evaluation and will be returned to the Respondent unopened. The City of Durham reserves the right to reject any and all submittals. This RFQ does not obligate the City to pay any cost incurred by respondents in the preparation and submission of a response nor does it obligate the City to accept or contract for any expressed or implied services. All respondents to this RFQ are subject to instructions communicated in this document are cautioned to completely review the entire RFQ and follow instructions carefully.

The selected consultant will be required to adhere to Durham's Comprehensive Plan standards which encourage innovative construction practices that perform above minimum energy code standards and promote sustainable, high performance design and building measures including energy and water efficiency and conservation features, minimization of construction waste and the use of renewable, recycled or reused building materials. The goal of this plan is to support the responsible use and protection of Durham's green infrastructure including environmentally responsible building practices in compliance with LEED (Leadership in Energy and Environmental Design) and/or the Triangle J Council of Governments (TJCOG) High Performance Guidelines.

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SECTION ONE- DEFINITIONS

1.01 Definitions of Terms in RFQ

Unless the context suggests otherwise, the terms “Firm/Team”, “Contractor”, “Proposer”, “Bidder”, “Submitter”, “Consultant”, or “Vendor” as used in this RFQ (whether capitalized or not) shall refer to the same legal entity responsible for responding to this RFQ.

Similarly, unless the context suggests otherwise, the terms “Bid”, “Qualification”, or “Bid/Qualification” shall refer to the formal response given to this RFQ by the submitting entity incorporating all required elements of this RFQ necessary for the City to determine whether the submitting entity is a responsible, responsive Firm/Team.

Whenever the term “RFQ,” is used, the reference is to this Request for Qualifications or portions thereof, together with any exhibits, attachments, or addenda it may contain.

1.01.1. Whenever the terms “shall,” “will,” “must,” or “is required” are used in the RFQ, the referenced task is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

1.01.2 Whenever the terms “can,” “may,” or “should” are used in the RFQ, the referenced specification is discretionary. Therefore, though the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the quality of the submittal.

1.01.3 Whenever the terms “apparent successful” or “top-ranked” or “highest ranking” firm/company or offerer are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the case best satisfying the needs of the Owner in accordance with the RFQ. The selection of an apparent successful firm/company does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or proposal.

1.01.4 Whenever the term “submittal” is used in the RFQ, the reference is to the response offered by a firm in accordance with the RFQ. The submittal responds only to the RFQ.

1.01.5 Whenever the term “Selection Committee” or “Review Committee” is used in the RFQ, the reference is to the Owner’s representatives responsible for administering and conducting the evaluation and selection process of the RFQ.

1.01.6 “Prime Consultant” refers to the firm that will contract with the Owner for all work and holds all responsibility of design project success, performance, and completion.

1.01.7 “Design Professional”(an inclusive term for all licensed building professionals), “Architect of Record,” an/or “Engineer of Record” all refer to the project’s architect(s) and/or engineer(s), whose responsibilities generally include programming, design, code compliance, and detailing of the facility.

1.01.8 “Building Commissioning” refers to a formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the Owner’s documented project requirements and the construction documents.

1.01.9 “Commissioning Provider” refers to the entity or person providing building commissioning services for a project.

1.01.10 “Owner’s Project Requirements” is a written document that details the functional requirements of a project and the expectations of how it will be used and operated.

1.01.10 “Qualifications Submittal” and “Initial Written Submittal” both refer to a firm’s response to the RFQ.

1.01.12 “Qualifications-Based Selection” and “QBS” both refer to a procurement process for the selection of professional construction services for public projects. It is a competitive contract procurement process whereby consulting firms submit qualifications to a procuring entity (Owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and price.

1.01.13 “Firm” shall be interpreted as referencing the design entity, the construction entity, or the combined (e.g., joint venture) entity, as is reasonable.

1.01.14 “Fixed Fee” shall be proposed by the Consultant and shall be defined as a specific dollar amount (stated as a lump sum) and agreed upon by all parties at the time of Contract Negotiation. This fee shall not be a percentage of the cost of the work.

*****End of Section One*****

SECTION TWO-

BACKGROUND INFORMATION

2.01 Project Background, Goals and Objectives

The City of Durham's Fire Department Administration Building, built in 1975 and located at 2008 East Club Boulevard in Durham, is primarily a one-story facility with a taller central gymnasium space partially bounded by second floor offices, conference and storage spaces. The structure is comprised of load bearing CMU with brick veneer, steel roof framing and metal deck supporting EPDM or two-ply modified bitumen roof membrane systems. Total roof area is approximately 17,625 s.f. and the total exterior wall area is approximately 11,660 s.f. The taller gymnasium area has an asphalt shingle roof system installed approximately 5-6 years ago.

In 2012, an architectural consultant to the City of Durham completed a roof and envelope assessment of the building. This assessment included inspection, evaluation and testing of the building's roof and exterior wall systems and recommendations for corrective repairs and replacement work. Several deficiencies were reported in the assessment including the EPDM membrane system which has been repeatedly patched and has reached the end of its useful life span. The membrane roof areas also lack adequate slope to ensure positive drainage resulting in large, long lasting ponding areas of water. Roof leaks that have been reported at the wall extending up from the primary structure to the taller gymnasium roof have been attributed to improperly installed or failing flashing, seams and joint sealants. A 2008 Facility Survey Report identified lead-based paint and asbestos-containing materials in accessible areas of the building including floor tile and mastic at the main lobby area. Abatement of these materials in the renovated areas will be part of the scope of work of this project. The building's lobby is also in need of reconfiguration to better accommodate visitor access to the facility and staff monitoring of the building's main entry.

Recommendations for the facility's exterior walls include repair of cracked brick and holes and selective tuck pointing. Sealants at windows, doors, louvers and other wall penetrations are also in need of replacement particularly at the upper gymnasium wall extension as described above. At several window units and exterior doorway locations there is a minimal amount of suspect sealants at existing joints and seams.

The building's HVAC system is at the end of its useful service life and is in need of replacement. The Fire Administration Building is heated and cooled by nine packaged Roof Top Units (RTU's). Eight of the RTUs are equipped with natural gas-fired heat exchangers and one has electric heat. A 15 ton HVAC system with exposed ductwork installed in 2010 serves the auditorium and gym areas.

With this repair and renovation work, the City has the following goals:

1. Based on the existing assessment reports and current facility use needs, meet with City staff to confirm or refine the scope of work required.
2. Complete the project in a timely fashion without undue delays and within the City's funding resources available for the project
3. Incorporate high performance, energy efficient HVAC systems and controls that will allow all staff to work in a safe, comfortable, operational facility.
4. Prepare construction documents for the facility that take into consideration energy efficiency / conservation, energy management, energy use monitoring and life cycle cost savings while incorporating environmentally responsible building practices in compliance with the Durham's Comprehensive Plan standards.
5. Makes repairs and renovations to the facility in a manner which responds to the City's maintenance resources and long term maintenance funding by minimizing operating and maintenance cost, maximizing energy efficiency and utilizing sustainable efficient maintenance measures.

2.02 Anticipated Schedule

The City reserves the right to make adjustments to this schedule as necessary.

Preliminary Project Schedule:	Date	Time
Issue/Advertise RFQ in official advertising publications	March 28, 2016	
Owner conducts a pre-submittal conference for all interested firms. Location: Fire Administration Building.	April 7, 2016	10:00 a.m.
Submitting Consultant/Team Registration due	April 15, 2016	5:00 p.m.
Deadline for written questions and clarifications on RFQ	April 21, 2016	5:00 p.m.
Deadline for submission of Statement of Qualifications	April 29, 2016	3:00 p.m.
Owner completes qualification evaluation to establish a shortlist of firms remaining.	May, 2016	
Notify selected consulting firm, begin contract negotiations	May, 2016	
Complete contract negotiations with selected firm	May, 2016	
City Council award of contract	June, 2016	
Notice to Proceed	June, 2016	
Project Completion	June, 2017	

End of Section Two

SECTION THREE-

SCOPE OF WORK

3.01 Purpose of the RFQ and Lead Consultant Responsibilities

The Project Management Division of the City of Durham's General Services Department is soliciting Qualifications from architectural/engineering firms for Interior Lobby Renovations and Building Roof, Envelope and HVAC system repairs at the Fire Administration Building. This building supports administrative, office and management functions for the City of Durham's Fire Department and is part of a campus that also includes emergency response training and equipment and vehicle maintenance facilities.

Existing construction drawings are available for the building as is the Roof and Envelope Assessment Report from 2012 and a Lead Paint and Asbestos Survey report from 2008. It is assumed by General Services that the selected Consultant can rely on this information as accurate and proceed quickly through Schematic Design on to Design Development level work with limited additional assessment required. The Owner may also employ a Commissioning Agent to perform design analysis of the various building systems. The selected Design Professional will be expected to work closely with the Commissioning Agent as well.

The selected Consultant's scope of work will consist of all planning and design services to complete the project in a timely manner. This will include preparing complete and comprehensive design drawings and specifications for schematic, design development and construction document phases for anticipated repair work including:

1. Roof repair work that will encompass replacing / repairing roof underlayment including adding tapered insulation for positive slope, possible roof curb modification to accommodate proper flashing heights, replacement of existing flashings, copings and sealants, installation of new membrane roof system, protective walk pads, new pipe supports and splash blocks and protective pads under equipment bases, supports and splash blocks.
2. Replacement of existing packaged rooftop units and supporting HVAC system components and integration of recent controls upgrades which will be reused
3. Wall and façade repair work which will include cleaning of stained brick, repair of cracked bricks and selective tuck pointing, new sealant and backer rod installation at windows, doors, louvers and other wall penetrations, metal flashing and sealant joint replacement and façade and soffit panel evaluation and repair.
4. The scope of work will also include renovation work at the building's main lobby area including replacement and abatement of floor tile containing asbestos materials, the installation of new storefront window system and reception desk.

3.02 Location of the Project

The location of the work is: 2008 East Club Boulevard in Durham.

3.03 Scope of Work

The following is a preliminary scope of design work that may be modified during contract negotiations with the selected Consultant.

Site Inventory and Assessment / Evaluation Confirmation

1. Site visit to verify existing conditions if necessary.
2. Based on existing assessment report, meet with City staff to confirm or refine the scope of work.

Schematic Design (SD)

1. Prepare architectural and mechanical schematic design plans based on roof and envelope assessment report information (provided by Owner) for City Staff review and consideration.
2. Conduct an Integrated Design Team meeting to set sustainability goals for the project.
3. SD Phase plans will minimally include:

- a. Reconfirming building assessment information and establishing design intent and planning criteria, preliminary selection of building systems and materials, utility load review, code compliance, building system integration with controls and outline specification to integrate systems, products and procedures for architectural and HVAC work.
4. Develop preliminary estimate of construction cost setting forth in detail quantities of materials, labor, profit, overhead, insurance etc. for the project.
5. Attend owner and user meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
6. Prepare Basis of Design Report (BODR) presenting design criteria, agreed upon program elements, alternatives and recommended scheme with construction phasing options, scheduling issues and cost model.
7. Conduct regular, biweekly, design meetings and update the design schedule.

Design Development (DD)

1. Based on the approved SD plans, satisfactorily resolve all review comments from prior design phase(s) and further refine the design to include the following revised and additional information:
 - a. Review and confirm repair plans and design elements including exterior and interior building materials, roof systems, building fenestration and openings, any materials testing requirements, review HVAC design including systems, equipment and calculations, review and coordinate systems integration to include all utilities and controls.
2. Expand outline specification to Design Development level and integrate systems, controls, products and procedures for architectural and HVAC work.
3. Documents produced in digital format: AutoCAD or Building Information Modeling (BIM) software.
4. Conduct regular, biweekly, design meetings.
5. Review and confirm total original budget from Schematic Design phase review. Review any proposed V-E items and strategies and reconcile variances. Update any preliminary cost estimates to minimum AACE Class 3 level.
6. Review and confirm sustainability goals and prepare life cycle cost analysis.
7. Review, update and confirm project schedule.
8. Conduct owner and user meetings to assess, coordinate and resolve value engineering, budget reconciliation, constructability, construction phasing and scheduling issues and other matters as required.

Permitting, Reviews and Approvals

1. Submit plans and applications to any regulatory agencies having jurisdiction and whose approval is necessary to complete the construction document phase of the project and proceed to the bidding phase.
2. Secure approvals from all other local and state agencies as required for the development of the project.
3. Attend meetings as necessary for all approvals. Provide responses and modifications to regulatory comments.

Construction Documents (CD)

1. Based on the approved DD plans, satisfactorily resolve all review comments from prior design phases and prepare and finalize all construction drawings and specifications to minimally include: building systems, site utilities and components that will form the basis for the project's Construction Documents, sufficiently complete to support the prepared budget, obtain necessary permits and construct the project.
2. Documents produced in digital format: AutoCAD or Building Information Modeling (BIM) software.
3. Conduct regular, design meetings with the Owner to resolve value engineering, constructability, construction phasing and scheduling issues.

4. Prepare and submit construction documents, specifications, schedule updates and updated cost estimates for owner review at 50% and 100% stages of project completion. Reconcile cost estimate with construction estimate.
5. Perform comprehensive project review to ensure that all work is sufficiently scoped and described correctly to assure complete and thorough pricing by bidders.
6. Incorporate approved bid alternates as necessitated by the project budget or performance parameters.

Assistance with Bid Process

1. Assist Owner with the bid manual and issue for bidding.
2. Coordinate and provide online access to bid documents for prospective bidders
3. Conduct one (1) pre-bid meeting at the project site, plus one (1) additional in case of rebid.
4. Respond to contractor questions and provide clarifications or revisions in written or graphic form as an addendum prior to bid opening.
5. Review and verify accuracy of all submitted bids. Provide Owner with recommendation for lowest, responsive, responsible bidder

Construction Administration Services

1. Provide ongoing construction administration throughout the project as required in order to clarify design, answer questions, respond to RFIs, and perform other Construction Phase duties in a professional and timely manner.
2. Conduct Pre-construction meeting
2. Conduct weekly on-site inspections and progress meetings with Owner and Contractor.
3. Review work and provide Site Visit / Field Report after each such visit. Site Visit Report shall include both written description and photographs documenting all ongoing work, issues, questions resolutions.
4. Process and certify the contractor Applications for Payment.
5. Provide interpretations of the Contract Documents with prepared drawings and specifications as needed.
6. Review, comment and act upon all shop drawings and other submittals.
7. Prepare, review and issue Change Orders and Construction Change Directives for the Contractor's and Owner's signature.
8. Perform Substantial Completion and Final Inspection Punchlists, administering same, and verifying that all such punchlist work is completed as required by the Contract for Construction.
9. Prepare Substantial Completion and Final Completion certificates for the Contractor's and Owner's signatures.
10. Provide Certificate of Accessibility as required by City Inspections.

Post Construction Phase/ Close-out Deliverables

1. Prepare as-built documents for record/file use based on information received from the contractor in AutoCAD or BIM format or in such other format as the owner requires, including Owner approved drawing digital layer structure.
2. Prepare a Facility Maintenance Plan in a format selected by Owner.
3. Assist in project closeout and in establishment of warranties and guarantees.
4. Review all Operations & Maintenance manuals/information and closeout documentation and present to required departments/agencies for review. Responsible for all State, County, and City permit applications and approvals.

3.04 E-Verify Compliance

The contract will require that the consultant comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS) consistent with state law requirements for municipal contracts.

3.05 Iran Divestment Certification

The contract will require that the consultant certify that they were not identified on the Final Divestment List or Iran List – Iran, the Parent and Subsidiary Guidance List – and all other lists issued

from time to time by the N.C. State Treasurer to comply with G. S. 143C-6A-4 of the N.C. Iran Divestment Act.

3.06 Exceptions

It is the City's intention to use a similar contract to the one attached in this RFQ's Appendix. If your firm objects to any element of the contract, please state the objections in the submittal.

End of Section Three

SECTION FOUR-

CONSULTANT EVALUATION AND SELECTION CRITERIA

4.01 Consultant Experience Requirements and Capabilities

Responders should identify their Firm's/Company's experience with HVAC, roof replacement, building envelope repair and interior renovation projects and specifically describe those projects that best characterize the proposers' capabilities including work quality and cost control measures on comparable projects. These projects must have included the completion of detailed construction drawings, technical specifications and construction estimates that led to a complete constructed project of similar complexity currently in operation. Completed public sector projects and experience with the public bidding process is preferred.

At a minimum, successful submittals shall demonstrate experience with the following requirements:

1. Assessing identified building repair and renovation issues and delivering design, budget and scheduling recommendations and proposed solutions.
2. Demonstrated history of successful collaboration delivering and completing building repair and renovation projects of a similar scope, complexity and function within continually occupied facilities.
3. Obtaining permits through the City of Durham's permitting processes and/or Inspections/Building Permit Department.
4. Incorporating environmentally responsible and sustainable building practices and
5. Effectively providing contract and construction administration services utilizing effective team communication and working methods.

See the Qualifications Submittal Checklist section of this RFQ for additional information which should be included.

4.02 Consultant Minimum Qualifications

Firms must meet the criteria in the bullet points immediately below. Firms that do not meet these criteria are automatically disqualified.

1. Firm's "Designer(s) of Record" MUST have a current North Carolina Architectural and/or Engineering license(s) as appropriate for their portion of the design work. **A copy of the license(s) is to be included in the appendix.**
2. Lead Firm MUST agree to keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein. The Owner reserves the right to negotiate different limits and coverage in the final contract.)

Commercial General Liability:	\$1,000,000 per occurrence
Commercial Auto Liability:	\$1,000,000 combined single limit
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 each accident/total disease/employee disease

Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (The Owner reserves the right to negotiate different limits and coverage in the final contract.)

All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

NOTE: In order to be deemed eligible for evaluation, the submitting lead Firm must include the Declaration Statement (signed) included in this RFQ attesting to the above requirements and coverages in its submittal.

4.03 Statement of Qualifications (SOQ) Evaluation Criteria and Scoring (100 Total Points)

Each submitting Firm will be evaluated and ranked by an RFQ Evaluation Team comprised of City of Durham Employees appointed to evaluate submitted qualifications. Each submitter will be evaluated and short-listed based on their SOQ score (100 points maximum) as determined through the qualification review process and criteria noted in this section.

Project Specific Consultant Experience - 25 Points

Points for this criterion will be awarded based on an evaluation of the experience and qualifications of the submitter as related to the Work involved for this project including:

1. Experience with roof replacement projects including design and detailing of membrane roofing systems and accessories (flashing, copings, sealants, equipment supports etc.) Include any pertinent documentation illustrating relevant project expertise. .
2. Replacement of existing packaged rooftop units, supporting HVAC system components and controls and the design of new high performance HVAC systems.
3. Exterior building envelope repair work (particularly brick and metal panel systems) to include assessment and repair/replacement of cracked bricks, selective tuck pointing, and related exterior wall flashing, insulation, barriers and joint sealant replacement details.
4. Experience with renovations in facilities of a similar age (40 yrs +/-) that have involved asbestos material and lead paint abatement
5. Interior renovations of public building lobby spaces and the design of accompanying casework, finishes and commercial storefront window type systems.

Professional Qualifications - 20 Points

Evaluation points for this criterion will be awarded based on the qualifications necessary for all segments of the project requirements and the ability to satisfactorily perform all of the required services. Also of importance are the consulting professionals'/firms' reputation, references, referrals and certifications. Evaluation criteria will focus on the submittals' clear identification of each proposed Firm/Company's expertise, their track record with 'on-time and on budget' projects, any current, pending or past project legal matters or litigation and submitting Firm/Company professional reputation credentials.

Proposed Design & Engineering Professionals' Experience and Qualifications - 20 Points

Evaluation points for this criterion will be awarded based on the qualifications, experience and demonstrated availability of the proposed Design and Engineering Project Personnel. Responses should have identified each key individual and their experience with similar projects in size and scope. Also of importance are individuals' litigation and/or arbitration records and the design/engineering professionals'/firms' reputation, references and referrals. Submittals should also have included a listing of any other firms proposed Personnel have worked for along with specific project phases, tasks and activities they are expected to contribute to this project.

Project Understanding and Approach - 15 Points

This criterion will award points for the Submitter's understanding of the goals and objectives for the project and their proposed methodology for meeting those goals and objectives. Firm/Teams must have provided a comprehensive narrative statement illustrating their clear and concise understanding of the requirements of the project, potential issues (and proposed solutions) and a preliminary overall project schedule.

The Firm should also have clearly addressed their approach to dealing with key tasks, activities and issues (including the permitting process) required to complete each project phase including deliverables, proposed project schedule and project coordination issues.

Statement of WHY the Submitter should be selected- 5 points

This criterion awards points based on an evaluation of the Submitter's statement indicating why they should be selected, which should illustrate professional capacities or unique qualifications relating to this project that differentiates the Submitter from other qualified submitters.

Deliverable Quality and Project Schedule - 5 Points

Points for this criterion will be awarded based on the Submitter's proposed approach to project controls including milestone scheduling, quality control and management for deliverables, the design and construction administration processes and submitted cost budgets.

Contract Performance - 5 Points

Points for this criterion will be awarded based on the Submitter's past specialized experience and satisfactory performance on contracts with public agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

SOQ Quality and Responsiveness – 5 Points

Points for this criterion will be awarded based on the extent to which the RFQ instructions were followed and qualities including accuracy, responsiveness, organization, clarity and completeness of the submitted Statement of Qualifications. Respondents are encouraged to prepare high quality documents that make it clear to the Evaluation Team what value the Submitter has to offer the City.

4.04 Clarifying Qualification During Evaluation

During the evaluation process, the City has the right to require any clarification it needs in order to understand the Firm/Team's view and approach to the project and scope of the work. Any clarifications to the Qualification made before executing the contract will become part of the final Firm/Team contract.

4.05 Firm/Team Final Selection

After making final Firm/Team selection and taking into consideration quality, performance and the time specified in the Qualifications for performance of the contract, the City will begin contract negotiations with the selected responsible, responsive Firm/Team. If successful, the Firm/Team and City will enter into a professional services contract for the work.

All respondents are considered fully informed as to intentions of City regarding the timeframe to prepare and complete contract negotiations. Respondents should be prepared to provide a detailed, written Proposal to include scope of work, staffing plans, action plan, CPM Schedule and fee proposal to the General Services Department during negotiations.

The City may withdraw this RFQ, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous to the City.

*****End of Section Four*****

SECTION FIVE-
QUALIFICATIONS SUBMITTAL REQUIREMENTS AND FORMAT

5.01 Physical Submittal: Department Contact, Deadline for Receipt of Qualifications, Format

Submitters must submit seven (7) total copies of their written Statement of Qualifications (SOQ) in a sealed package (including one unbound original suitable for photocopying and one in PDF digital format) to the General Services Department Contact by the submission deadline noted in this RFQ. The name and address of the submitter should appear on the outside of the submittals and the package should include the RFQ title and reference the project; i.e. "RFQ for Fire Admin Roof, Envelope, Lobby & HVAC Repairs."

5.01.1 Each submittal copy shall be identical in content. Submitters shall follow in their responses the checklist outlined in this RFQ. Responses should be concise, clear, and relevant. Submitter's cost incurred in responding to this RFQ is the submitter's alone and the Owner does not accept liability for any such costs. The Owner will not and shall not be required to return any item submitted.

5.01.2 In order for the City to evaluate Qualifications fairly and completely, Firm/Teams should concisely follow the format set out herein and provide all of the information requested:

- a. SOQ's shall be bound, numbered consecutively, double-sided, on 8-1/2" x 11" sheets with maximum of 30 pages {not including the coversheet, back cover, cover letter, Table of Contents, and other City required attachments such as SBDE Forms, Form of Contract Notations/Exceptions, Non-Collusion Form and Certification Statement}
- b. Up to a maximum of two (2) sheets may be 11" x 17" for schedules or other information necessary to depict the proposed Project Approach/Action Plan.

5.02 Statement of Qualifications Provisions

The Owner intends to limit the cost that submitters incur to respond to this solicitation, therefore, submitters are encouraged to be brief and succinct. Thick volumes of background and general marketing material are not desired. Instead, submitters should highlight their responsiveness to the evaluation criteria. If multiple firms are proposed as one team, each component firm should describe its own relevant qualifications within the same submittal.

SOQ must confirm that the Firm/Team will comply with all of the provisions in this RFQ, and if applicable, provide notice that the Firm/Team qualifies as a City of Durham certified business.

Submitted Statement of Qualifications must be signed by a company officer empowered to bind the company. A Firm/Team's failure to include such signatures in their SOQ may cause their Qualification to be determined to be non-responsive and the Qualification may be rejected.

5.03 Right of Refusal

It is the sincere intention of the Owner to make every effort to be fair and equitable in its dealings with all candidates for selection. If, however, the City should determine that none of the Submitters are advantageous to the City of Durham, **the City reserves the right to accept or reject any or all Statement(s) of Qualifications with or without cause.** Issuance of this Request for Qualifications does not commit the City of Durham to award a contract, to pay any costs incurred in preparation of a proposal or to procure or contract for related services or supplies.

End of Section Five

SECTION SIX -
CHECKLIST FOR QUALIFICATIONS SUBMISSION

6.01 Required Statement of Qualifications items

Submitters must include the following mandatory checklist items (☐) as part of their SOQ:

☐ **Cover Letter** – 1 page

Qualifications must include a Cover Letter with the complete name and address of the prime firm/company and the name, mailing address, and telephone number of the person the City should contact regarding the Qualification. If there are multiple firms proposed as one team, each firm must describe itself accordingly in the RFQ submittal. **Indicate on the first page of the submittal the Lead Consultant, any Firm/Company qualifying as a minority entity and the individual whose signature grants authority to bind Submitter to the provisions of the RFQ.**

☐ **Table of Contents** – 1-2 pages

Must include corresponding tabs/dividers in the body of the submittal to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page then place all corresponding tabs on that page.

☐ **Executive Summary** – 1 page

A brief narrative statement of understanding of the scope of work, key challenges and the submitter's overall vision and approach for the successful development of a high quality project consistent with the minimum criteria requirements outlined in this RFQ.

☐ **Project Background and Understanding** – 1 page

Include a brief description of the Firm/Team's knowledge of the Project Background and context.

☐ **Project Approach and Action Plan** – 2-3 pages

Provide a detailed statement of the Firm/Team's proposed Approach and Action Plan to successfully complete the work. Firm/Team's plan of action should include both functional and personnel organization which indicates the Firm/Team's specific approach to accomplishing the Project Scope. Describe the challenges anticipated for performing the requested services that may impact the scope, schedule or budget and the proposed solutions to address these concerns. Include references where such solutions were utilized in the past.

☐ **Firm/Team Qualifications and Experience** – 4-6 pages

Section shall include a brief description and history for each Firm/Company on the proposed team including number of years the Firm/Company has been in business, its growth history and any experience in current or past projects with the City of Durham. Indicate:

1. Company / Firm name.
2. Physical address- and if different, mailing address & zip code.
3. E-mail address and name of primary contact at each company/firm.
4. Main telephone number and direct telephone number for contacts.
5. Number of years in business for each company/firm.

6. Form of firm/company ownership including state of residency or incorporation. Include description of the submitter/s company structure: i.e. sole proprietorship, partnership, corporation, Limited Liability Company (LLC), joint venture or other structure.
7. Briefly describe projects that the submitting Firm/Company has completed in the past five years that also required professional design services and were valued at or above \$300,000. Also briefly describe the largest project your firm/company has completed within the past five years and indicate the delivery method used on that largest project. These projects may also be described in further detail in related experience section. (See following section below for additional information.)
8. List any active or pending litigation with owners, subcontractors and other construction-related entities and explain. List and briefly describe any and all legal actions for the past three years in which respondent has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance, or a defendant in a criminal action.
Failure to fully comply with this item will be grounds for elimination from the RFQ process.
9. Has the firm/company ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? If so, explain.

□ **Related Project Experience** – 3 pages

Provide 1/2 page descriptions for five (5) reference projects for which the Firm/Team has provided professional design and construction administration services of a nature, quality, size and scope specifically similar to those required in this RFQ. Include:

1. Name of the organization to which services were provided.
2. Project location.
3. Start and complete dates during which services were performed.
4. Brief description of the project.
5. Cost description (which at a minimum must include: original project budget, final project cost and an explanation of any difference in original and final costs if applicable, construction value, fee for professional services)
6. Proposed team members that worked on the projects including their title and role on that project.
7. Identification of a current contact reference including organizational title, address, telephone numbers and e-mail address for each project.

Obsolete contact information may be grounds for elimination from the RFQ process.

8. List five (5) major trade contractor references total. Include company name, contact name, e-mail address and telephone number.

Office Submitting Qualifications: If the firm/company has multiple offices, the qualification statement should include information about the parent company and branch office separately. Identify the office from which the project will be managed and that office's proximity to the project site. Parent company (or general office) financial information as totals will be acceptable IF "parent" (or "general office") means that it is financially responsible for the liabilities of the branch office. If the parent company is not so responsible, meaning that its financial resources are not available to the office that will perform the contract, it will be misleading to the Owner to offer the financials of any office other than the one with the prospect of a contract with the Owner.

□ **Proposed Personnel** – 8-10 pages

Provide general information about personnel capability and a list of qualified and available staff and resources including classifications, numbers of employees, respondent's ability to provide sufficient qualified personnel to this project upon award, the locations and staffing of relevant offices and an organizational chart of staff including the percentage of time they will be assigned to the project. Describe specific roles and responsibilities identifying experience and ability for key personnel and the intended interface between the Firm/Team, the General Services Department and any other potential consultants involved in this project.

1. Provide a list of licensed design professionals that the Firm/Team proposes to use for the project including a detailed list of key personnel as noted below.
2. The key personnel, at a minimum, are the proposed Designer(s) of Record and any supporting Project Architects and Engineers, Project Superintendent, Project Manager, Project Director, Estimator, and the Executive in Charge. Submit a resume for each individual with relevant information as described below including title, education, previous work experience, applicable training and certifications, previous projects with the Firm/Company and length of service with the firm/company. At this stage, Firms/Companies may list more than one person qualified and available for the proposed project.

Project Experience of the Designer should include:

Relevant experience on other similar projects as designer especially with facilities comparable to this project in directly applicable ways. **If the designer claims experience acquired by hiring of or participation by personnel who were/are members of another firm(s) at the time of the experience, please express that fact and disclose the name of the other firm(s).** Describe no fewer than five projects in order of most relevant to least relevant that demonstrate the Designer/Team's capabilities to provide design services for the project at hand. Identify whether the projects involved any of the firms/companies included in responder's submittal for this RFQ. For each project, the following information should be provided:

1. Project name.
2. Project location.
3. Dates during which services were performed.
4. Physical description (e.g., square footage, number of stories, site area).
5. Cost description (this description, at a minimum, must include: original project budget; final project cost and explanation of any differences in the original and final costs, if applicable)
6. Brief description of project.
7. Services performed as Designer.
8. Statement of performance versus owner expectations in the areas of cost, quality, and schedule.
9. Owner reference(s).

□ **Firm/Team Financial Responsibility Information** – 1 page

1. List total annual billings for each of the past three calendar years. If forming a partnership, list separately by company/firm.
2. List the contact persons, addresses, and telephone numbers for your insurance carrier and agent.

3. List the contact persons, addresses, and telephone numbers for the company/firm's bonding company and agent.
4. Note the percentage of Firm's work that has been negotiated during the past five years.
5. Describe the Firm's Current Ratio (Current Assets / Current Liabilities) Financial responsibility information and provide a Signed Statement of Current Assets/Current Liabilities which is to be placed in the Submitter's SOQ appendix section.

□ **Project Controls / Deliverables - Quality and Schedule** – 2-3 pages

Provide information on managing the quality of proposed deliverables including a proposed milestone schedule that illustrates total project time (in weeks) from award of contract through project completion, a quality budget including Professional Services Fee and estimated Construction Costs and a general Quality Assurance Plan that identifies how quality control will be implemented throughout the design and construction administration process.

□ **Equal Business Opportunity Program Forms**

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.

While there are no SDBE participation goals for this project, in accordance with the City Ordinance, all consultants/contractors are required to provide information requested in the "SDBE Professional Services Forms" package. **Proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration.**

The "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Employment Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services Forms" should be referred to Deborah Giles or other department staff at (919) 560-4180.

□ **Conclusion and Statement of Why the Proposing Firm Should Be Selected** – 1 page

This section provides each firm the opportunity to provide specific information that differentiates them from others in the RFQ process.

□ **Qualification Appendix Attachments**

Include copies of:

1. Signed Team Declaration form (see Appendix of this RFQ) confirming certifications and submission items
2. Joint Venture agreement (if applicable)
3. Professional Architectural / Engineering licenses
4. Financial responsibility information with Signed Statement of Current Assets/Current Liabilities

Please do not place or ask to place in the appendix any additional information not explicitly required to be placed there.

*****End of Section Six*****

SECTION SEVEN – PRE-SUBMITTAL CONFERENCE AND CLARIFICATIONS

7.01 Pre-Submittal Conference

A pre-proposal conference will be held on the date noted on the title page of this RFQ at the General Services Department, 2011 Fay Street, Durham, NC 27704. **Attendance for those intending to submit Qualifications is highly encouraged.** The project will be described and key City participants will be introduced.

Questions concerning the Project may be asked at the pre-bid conference; however, oral answers provided at that time are not definitive. Pre-proposal conference questions should be submitted in writing via e-mail to the Department of General Services Project Manager noted below prior to the pre-proposal meeting. Questions that arise during the pre-proposal conference must also be submitted in writing via e-mail follow-up per the schedule noted in this RFQ. Meeting minutes will not be taken. Written questions will be answered in an addendum posted on the City's website:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

Questions received by the Department of General Services after the written question / clarification deadline noted in this RFQ will not receive a response or be the subject of addenda. Any oral questions that are asked at the pre-proposal conference and not received in writing will not be recorded in the addendum. Firms who are registered as interested firms will receive the addendum via email.

Except for submission of questions, discussed further below, proposers should not contact any members or employees of the City of Durham regarding any aspect of this procurement until after the award of the contract.

Questions not asked at the pre-submittal conference must be submitted in writing via email to:

Dave Delcambre, AIA, Project Manager
dave.delcambre@durhamnc.gov

All follow-up questions from the pre-submittal conference, as well as any questions that have been submitted in writing before the deadline, will be compiled and answered in writing. The deadline for submission of questions relating to the RFQ is the time and date shown in the Project Schedule in this RFQ. Answers will be distributed simultaneously by email to the contact person from the firms/teams that attended the pre-submittal conference and to the firms/teams that have made their interest in the project known.

7.02 Submittals and Clarifications

It is the responsibility of each submitter to examine the entire RFQ, seek clarifications in writing, and review their submittal for accuracy before submitting their qualifications. Once submission deadlines have passed, all submissions will be final. The Owner will not request clarification from any individual submitter relative to their submission, but reserves the right to ask for additional information from all parties that have submitted qualifications.

7.02.1 It is the sincere intention of the Owner to make every effort to be fair and equitable in its dealings with all candidates for selection. If, however, the City should determine that none of the companies/firms submitting are advantageous to the City of Durham, **the City shall have the absolute right to reject any and all submittals.**

End of Section Seven

SECTION EIGHT-
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS AND ADA NOTICE

8.01 Non-Discrimination Provision

The City of Durham opposes discrimination on the basis of race and sex and urges all of its Firm/Teams to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts.

8.02 EEO Provisions

During the performance of this Contract the Firm/Team agrees to conform to the EEO provisions as described in the appendix to include the following:

- a. The Firm/Team shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Firm/Team shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Firm/Team shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Firm/Team shall in all solicitations or advertisements for employees placed by or on behalf of the Firm/Team, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Firm/Team shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Firm/Team's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Firm/Team ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the Firm/Team shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such Subcontractor and vendors.

8.03 Notices under the Americans with Disabilities Act (ADA).

The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact the office of Stacey Poston, ADA Coordinator, Voice: 919-560-4197 x254; stacey.poston@durhamnc.gov, as soon as possible but **no later than 48 hours** before the scheduled event.

End of Section Eight

SECTION NINE-
APPENDICES

- 9.01 Appendix A – Declaration Statement**
- 9.02 Appendix B – Trade Secrets and Confidentiality**
- 9.03 Appendix C – Small Disadvantaged Business Enterprise (SDBE) Forms**
- 9.04 Appendix D – Insurance Requirements**
- 9.05 Appendix E – Sample Form of Contract – AIA B141**
- 9.06 Appendix F – Non-Collusion Form**
- 9.07 Appendix G – Project Information: Building Plan and Elevations, Assessment**

Appendix A – DECLARATION STATEMENT

(Include a signed copy of this form in the submitted Statement of Qualifications appendix section)

1. *We certify that our firm/company will have and maintain liability insurance coverage for a total of \$1 million/occurrence & \$1 million/general aggregate for commercial general liability, and not less than \$1 million per claim for commercial business automobile liability.*
2. *We certify that we will have coverage for errors and omissions by all Designer(s) of Record of not less than \$1 million per claim*
3. *We certify that our firm has sufficient bonding capacity to provide Labor and Material Payment and Performance bonds with coverage of each equal to the total cost of the project.*
4. *We certify that our firm/company/personnel have/has no potential or actual conflict of interest to report and that no relationships, transactions, circumstances or positions held are believe to contribute to any such conflict of interest.*
5. *We certify that our firm/company and any principal employee of the firm/company have not in the immediately preceding five years defaulted in any federal, state or local government agency contract and is not now under any notice of intent to default on any such contract.*
6. *We certify that our firm/company and any principal employee of the firm/company have not in the immediately preceding five years had their professional license suspended, revoked or been subjected to disciplinary proceedings.*
7. *I hereby certify that the information set forth in this declaration is true and complete to the best of my knowledge.*

(Authorized Signature, Title and Entity Name and Date)

By signature on this Qualification, responders certify that they comply with:

- a. The laws of the State of North Carolina
- b. The applicable portion of the Federal Civil Rights Act of 1964
- c. The Equal Employment Opportunity Act and the regulations issued there under by the federal government
- d. The Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government
- e. All terms and conditions set out in this RFQ
- f. A condition that the Qualification submitted was independently arrived at, without collusion, under penalty of perjury
- g. That their bids, if applicable, will remain open and valid for at least **120 days**.

If any responder fails to comply with sections [a] through [g] of this paragraph, the City of Durham reserves the right to disregard the Qualification, terminate the contract, or consider the Firm/Team in default.

*****End of Declaration Statement*****

Appendix B – Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Firm/Team wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Firm/Team shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the City. The Firm/Team shall not designate any material provided to the City as Trade Secrets unless the Firm/Team has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Firm/Team shall promptly disclose to the City the Firm/Team’s reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Firm/Team shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Firm/Team ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

(1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the Firm/Team’s SOQ.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may:

- (1) decline the request for access,
- (2) notify the Firm/Team of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the Firm/Team of the request and that the City intends to decline the request. Before declining the request, the City may require the Firm/Team to give further

assurances so that the City can be certain that the Firm/Team will comply with subsection (c) (Defense of City).

- (c) Defense of City.** If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Firm/Team shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the Firm/Team shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Firm/Team. The City may require the Firm/Team to provide proof of the Firm/Team's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Firm/Team pursuant to this section. If the Firm/Team fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Firm/Team.

Appendix C – SDBE Professional Services Forms

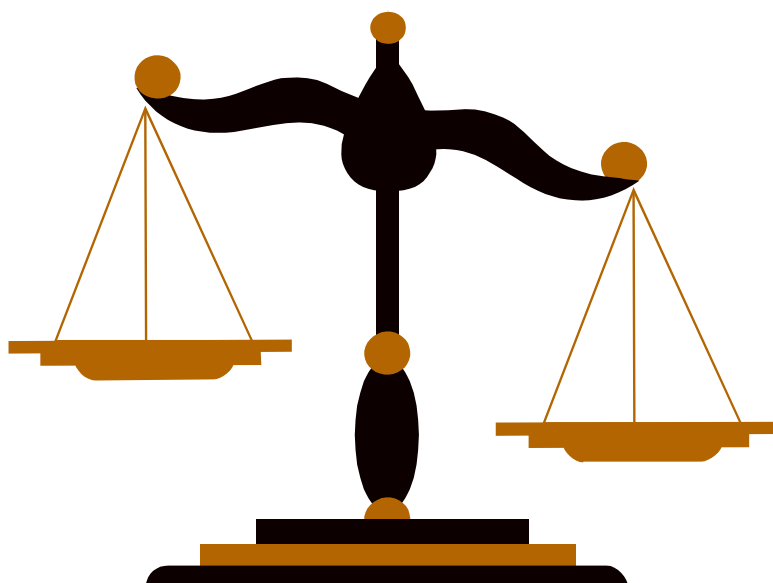
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CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:

101 City Hall Plaza (Annex)
Durham, North Carolina 27701

The Department of Equal Opportunity / Equity Assurance

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM**Policy Statement**

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

While there are no SDBE participation goals for this project, in accordance with the Ordinance, all contractors are required to provide information requested in the "SDBE Professional Services Forms" package. **Proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration.** The "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Employment Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services Forms" should be referred to Deborah Giles or other department staff at (919) 560- 4180.

**Equal Business Opportunity Ordinance
SDBE Participation Documentation**

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

Post Proposal Submission SDBE Deviation

Post proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

SDBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.

**SELECTION OF CONSULTANTS/CONTRACTORS
FOR ARCHITECTURAL/ENGINEERING
AND OTHER PROFESSIONAL SERVICES**

Goal

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

In addition to SDBE's specifically certified by the City and listed in a database maintained by the EO/EA Department, the City of Durham may consider a formal certification of another entity to determine whether an applicant meets requirements of the Equal Business Opportunity Program, provided that the City Manager or designee determines that the certification standards of such entity are comparable to those of the City. The City of Durham has determined that the following certifications are comparable to its own and may be used by bidders/proposers: North Carolina Department of Transportation (N.C. DOT), United States Small Business Administration (U.S. SBA) and Raleigh-Durham Airport Authority (RDU).

In lieu of SDBE's listed in its SDBE System, the City of Durham will accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements provided the bidder/proposer submits evidence that the firm is currently certified by one of the stated entities at the time of bid/proposal. Failure to provide evidence of certification may disqualify the firm's participation for the purpose of meeting SDBE goals.

Any firm submitted in this manner will be contacted and urged to complete an abbreviated certification process with the City of Durham. For purposes of this document and associated forms, any reference to a "City Certified SDBE," an "SDBE certified by the City" or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs, even where specific reference is made to the City SDBE database.

Small Disadvantaged Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's Request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;

3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. SDBE Participation; and
12. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR/VENDOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- c) _____ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)

Names of all firms Project (including prime and subconsultants/sub- contractors)	Location	SDBE Firm Yes/No	Nature of Participation	% of Project Work

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

Managerial Profile

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham’s Equal Business Opportunity Ordinance.

Managerial Employees

<u>NAME</u>	<u>POSITION</u>	SOCIALLY/ ECONOMICALLY DISADVANTAGED* <u>(YES/NO)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American) W-Woman Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
(You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN**Part A – Employee statistics for the primary location.**

Employment category	Total employees	Total males	Total females	M—a—l—e—s					F—e—m—a—l—e—s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Part B – Employee statistics for the consolidated company. (See instructions for this form on whether this part is required.)

Employment category	Total employees	Total males	Total females	M—a—l—e—s					F—e—m—a—l—e—s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American) ☐ Woman ☐ Hispanic ☐
American Indian ☐ Asian American ☐ Handicapped ☐

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name_____Title_____
Company_____Telephone_____
Address_____
Signature_____

REQUEST TO CHANGE SDBE PARTICIPATION

Project: _____
 Name of bidder or consultant: _____
 Name and title of representative bidder or consultant: _____
 Address (including zip code): _____
 Telephone number: _____ Fax number: _____
 Email address: _____
 Total amount of original contract, before any change orders or amendments: _____
 Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____
 Dollar amount of changes proposed in this form: _____
 The proposed change (*check one*) ☐ **increases** ☐ **decreases** the dollar amount of the bidder's/consultant's contract with the City.
 Does the proposed change decrease the SDBE participation? (*check one*) ☐ **yes** ☐ **no**
 If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated):

Name of subconsultant: _____
 Goods and services to be provided before this proposed change: _____

Is it proposed to eliminate this subcontract? ☐ yes ☐ no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental work and deleting \$7,000 in architectural*):

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subconsultant is (*check one*):

- ☐ 1. City-certified Black-owned SDBE
☐ 2. City-certified Women-owned SDBE
☐ 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
 3(a) ☐ Black-owned SDBE 3(b) ☐ Women-owned SDBE
☐ 4. not a City-certified SDBE

BOX B. Proposed subcontracts other than the subcontract described in Box A above

Name of subcontractor for the new work: _____

Goods and services to be provided by this proposed subcontract: _____

Dollar amount proposed of this proposed subcontract: _____

This subcontractor is (*check one*):

- ☐ 1. City-certified Black-owned SDBE
☐ 2. City-certified women-owned SDBE
☐ 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
 3(a) ☐ Black-owned SDBE 3(b) ☐ Women-owned SDBE
☐ 4. not a City-certified SDBE

Add additional sheets as necessary.

SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder: _____

*If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire?** _____ (Don't count the 2 pages of this questionnaire.)*

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING SDBEs.

- (a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the scope of work of the contract? ☐ **yes** ☐ **no**
- (b) In such soliciting, did your firm advertise? ☐ **yes** ☐ **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? ☐ **yes** ☐ **no**
- (c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐ **yes** ☐ **no**
- (d) Did your firm attend the pre-bid conference? ☐ **yes** ☐ **no**
- (e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract? ☐ **yes** ☐ **no**
- (f) Did your firm follow up with SDBEs that showed interest? ☐ **yes** ☐ **no**
- (g) With reference to the SDBEs that your firm notified of the type of work to be subcontracted, did your firm tell them:
 - (i) the specific work your firm was considering for subcontracting? ☐ **yes** ☐ **no**
 - (ii) that their interest in the contract is being solicited? ☐ **yes** ☐ **no**
 - (iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? ☐ **yes** ☐ **no**

2. BREAKING DOWN THE WORK.

- (a) Did your firm select portions of the work to be performed by SDBEs in order to increase the likelihood that the goals would be reached? ☐ **yes** ☐ **no**
- (b) If **yes**, please describe the portions selected. **ANSWER:**

(See next page for remaining questions.)

3. NEGOTIATION. In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

(a) What are the names, addresses, and telephone numbers of SDBEs that you contacted?

ANSWER:

(b) Describe the information that you provided to the SDBEs regarding the plans and specifications for the work selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance?
☐ **yes** ☐ **no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors?
☐ **yes** ☐ **no** If **yes**, describe. **ANSWER:**

5. GOODS AND SERVICES. What efforts did your firm make to help interested SDBEs to obtain goods or services relevant to the proposed subcontracting work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit SDBEs for the work? ☐ **yes** ☐ **no**
Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit SDBEs for the work? ☐ **yes** ☐ **no**
Please explain. **ANSWER:**

Appendix D – Insurance Requirements

Firm/Team shall maintain insurance not less than the following:

Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Contract.

1. Lead Firm must keep and maintain insurance for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. (The Owner reserves the right to negotiate different limits and coverage in the final contract.)

Commercial General Liability:	\$1,000,000 per occurrence
Commercial Auto Liability:	\$1,000,000 combined single limit
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 each accident/total disease/employee disease

2. Professional Liability (Errors & Omissions) covering claims arising out of professional advisement and consultation services performed in connection with this contract shall provide coverage not less than \$1 million per claim. (The Owner reserves the right to negotiate different limits and coverage in the final contract.)
3. Additional Insured- Consultant agrees to endorse the City of Durham as an additional Insured on the Professional Liability coverage.
4. All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

Certificate of Insurance- Consultant agrees to provide the City of Durham with Certificates of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Consultant's insurer. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to the coverage no longer in compliance. Certificate Holder address should read:

City of Durham
Attn: General Services Department
101 City Hall Plaza
Durham, NC 27701

Appendix E – Sample Form of Contract

City of Durham Standard Consultant Contract

AIA B141 Contract

Standard Form of Agreement Between Owner and Architect

Editing Template

CAUTION: Take care not to remove or otherwise edit Project Data fill-point areas (Basic Information, Contract Details and Project Team) when making edits to this document.

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«»«» City of Durham
«»101 City Hall Plaza
Durham, NC 27701
« »
« »

and the Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«»Fire Administration Building – Roof, Envelope, Lobby and HVAC Repairs
2008 E Club Blvd.
Durham, NC 27704
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« See Exhibit A, Initial Information »

§ 1.2 Subject to change by the Owner and as provided herein, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

« »

.2 Substantial Completion date:

« »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall, when appropriate, adjust the terms of this Agreement by amendment with a written and duly executed instrument.

§ 1.4 The Services covered by this Agreement are subject to the Owner-approved Stated Limitation on Cost of the Work (SLCW) as specified in Section A.1.3 of Exhibit A. In the absence of an express provision to the contrary in

this Agreement, the Architect shall perform the required Services in a manner that will render a Cost of the Work (as that term is defined in Article 6 herein) that does not exceed the most current Owner-approved SLCW.

§ 1.5 Architect represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligations under this Agreement and under the Contract Documents. Architect further represents, warrants, and acknowledges that: (a) it is a business entity that possesses a high level of experience and expertise in professional design services and contract administration of projects of similar or like size, complexity, and nature as the above-noted Project; (b) the Owner is relying on Architect's representations herein that it possess sufficient skill, knowledge, expertise, and ability to fully perform the Services and its obligations under this Agreement; (c) the Architect will assign to this Project similarly qualified individual professional architects, managing those professionals as needed to deliver that quality of performance; and (d) the Basic Services Fee provided for herein is adequate compensation for timely performance of the Basic Services.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction documents that fully indicate the requirements of construction of the Work, whether or not those Services are individual listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being 'the Owner's responsibility' or "owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

§ 2.2 The Architect shall meet a standard of professional skill and care used by architects on similar projects, whether such similar projects can be found locally, regionally or nationally. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care.

§ 2.2.1 The Architect hereby warrants that it (and the individual architects and engineers it employs on this Project) are registered, licensed and authorized to practice Architecture (or Engineering, as the case may be) as required by law of the State of North Carolina. The Architect warrants that its designs, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that his duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purpose of obtaining building and other governmental permits, shall be deemed to certify that it has taken every reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This designation shall be submitted in writing for the Owner's prior approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the insurance requirements of Exhibit ____, "Insurance Requirements" for the duration of this Agreement.

§ 2.6 (G.S. Chapter 133) The Architect shall comply with applicable provisions of N.C. General Statutes Chapter 33, Article 1.

§ 2.7 (Approvals) The Owner's approvals of documents and other items, e.g., in Sections 3.3, 3.4 and 3.5, shall not constitute waivers or releases of the Architect's duty to provide the documents and other items in accordance with this Agreement and in accordance with applicable professional standards.

§ 2.8 The Architect shall prepare designs and Construction Documents so that the Project can be built within the Sated Limitation of the Cost of the Work (SLCW) specified in Exhibit A, Section A.1.3.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect shall provide all the usual and customary professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants when that information is transmitted by the Owner to the Architect and is expressly designated in writing by the Owner to be reliable. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 *[Intentionally omitted]*.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services and prepare designs and documents accordingly. As part of this review, the Architect shall attend a series of meetings with the Owner's project team and the Architect's consultants.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in

terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. One purpose of the review is to contain costs within the budget limits.

§ 3.2.4 Based on the Project's requirements, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may, if requested by Owner, include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work. Architect shall provide for the Owner's approval a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the Architect and at a level of detail satisfactory to the Owner, estimates of Cost of the Work, including the cost of each category of work involved, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-provided Stated Limitation on Cost of the Work (SLCW), as set forth in Exhibit A Section A.1.3 herein, and any Owner-approved amendments thereto, the Architect shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current SLCW.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval in writing.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements or the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval in writing. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, landscape architectural, civil engineering, structural, mechanical, interior designs, and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Architect shall provide for the Owner's approval a written itemized estimate of the Cost of the Work based upon the Design Development package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-provided Stated Limitation on Cost of the Work (SLCW), as set forth in Exhibit A, Section A.1.3 herein, and any Owner-approved amendments thereto, the Architect shall provide a written statement to the Owner describing the

specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current SLCW.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, including the estimate required under Section 3.3.2 above, and request the Owner's approval. If requested by the Owner, the Architect shall assist the Owner in securing at least one independent estimate of Cost of the Work from qualified construction estimators. The services shall include providing detailed estimates of Cost of the Work. This requirement may be moved to the end of the Schematic Design Phase if in the opinion of the Architect and the Owner enough information has been produced in that phase to generate a reliable budget projection.

§ 3.3.4 (Advise on Tests) To the extent appropriate during this phase, the Architect shall advise the Owner of the advisability of the Owner's arranging for the tests, inspections, and reports referred to in Section 5.7.

§ 3.3.5 (Review for Code Compliance) The Architect shall submit the Design Development Documents for approval by the applicable City/County planning governing body for its review for compliance with applicable code requirements before proceeding to the Construction Documents Phase. If appropriate, this requirement may likewise be moved to the end of the Schematic Design Phase.

§ 3.3.6 (Revise Documents) To the extent the Owner reasonably requests, the Architect shall revise the Design Development Documents to the extent that the revisions are not inconsistent with the program referred to in Section 3.2.5 and the Schematic Design approval referred to in Section 3.2.7.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall indicate in detail the materials, systems, and other requirements for construction of the Work.

§ 3.4.2 The Architect shall prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 Upon 75% completion of the Construction Documents Phase of Services, the Architect shall provide for the Owner's approval a written, itemized estimate of the Cost of the Work—with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-provided Stated Limitation on Cost of the Work (SLCW), as set forth in Exhibit A Section A.1.3 herein, and any Owner-approved amendments thereto, the Architect shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current SLCW..

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, as amended, and request the Owner's approval.

§ 3.4.6 (Advise on Need for Information) To the extent appropriate during this phase, the Architect shall advise the Owner of the advisability of the Owner's arranging for the tests, inspections, and reports referred to in Section 5.7.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 The bidding may include two or more rounds of soliciting, receiving, and processing bids. The number of rounds will be set in the Owner's discretion. As part of Basic Services, the Architect shall attend up to two pre-bid conferences with prospective bidders. The services shall include modification of the drawings, specifications, and other documents. To the extent required by law or requested by the Owner, the bidding may provide for multiprime and single prime bids.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction (as amended and supplemented with city made modifications). Architect shall revise and issue the General Conditions of the Contract for Construction (AIA form A201-2007) in accordance with Owner's instructions and consistent with the duties of the Architect as set forth in the revised A201-2007. The Owner and Architect shall amend this Agreement to reflect material changes in Services required by those instructions.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents and in A201-2007 (as amended and supplemented with city made modifications). The

Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to determine the progress and quality of the portion of the Work completed, and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed in writing of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect shall visit the Site at least once every other week, unless the Owner's representative agrees that fewer visits are appropriate.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the Architect does not reject non-conforming work, the Architect shall demand in writing that the Contractor bring the non-conforming Work into compliance with the Contract Documents; and, if the Contractor's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Contractor; and (d) what actions by the Owner and/or Contractor are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the requirements indicated in or reasonably inferable from the Contract Documents and shall be in writing or in the form of Drawings. Where approved in writing by the Owner in advance, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. To the extent the Contract Documents do not permit the Owner to make final decisions on aesthetic matters, then this Section shall be deemed modified by requiring the Architect to consult the Owner before making a decision on matters relating to aesthetic effect. To the extent that the Contract Documents permit the Owner to make final decisions on aesthetic matters, this Section shall be of no effect. This Section shall control over Section 4.2.13 in the General Conditions.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007 (as amended and supplemented with city made modifications), the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and after consultation with the Owner shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and

inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, *etc.*) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The Architect shall determine what aspects of the Work shall be the subject of submittals. If work proceeds without appropriate submittals or approvals, the Architect shall notify the Contractor and the Owner that such work will not be approved or accepted and will not be certified for payment. The Architect's review shall not be conducted for the purposes of confirming dimensions or quantities in those submittals except to the extent that the Contractor has requested the assistance of the Architect to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarifications are needed and can be supplied by the Architect. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility otherwise required of Architect by the terms of this Agreement. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall acknowledge the receipt of each Contractor-generated Request for Information (RFI) within seven (7) days after receiving it. The Architect shall issue a written answer for each RFI simultaneously to the Contractor and the Owner (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost to the Project, but in no case more than ten (10) days after the RFI is received by the Architect. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 Subject to the approval of the Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. All authorization for minor change in the Work shall be in writing, or confirmed by the Architect in writing within 24 hours of authorization of the change. The Architect shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect Contract Time or Contract Sum. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall advise the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of ten (10) months from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 (Record Documents) The Architect shall provide a reproducible copy of all drawings, specifications, and other documents to describe fully the finally constructed Work.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Owner may request other Additional Services of the Architect. Additional Services will be requested by the Owner, and confirmed in writing and approved by duly authorized representatives. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested. If a reasonable reading of this Agreement is that a service is to be provided as a Basic Service, the listing of that service or a similar service under Article 4 is not intended to limit the performance of that service as a Basic Service. Without limiting the Owner's other rights and remedies, it is agreed that Services that are needed because of the failure of the Architect to comply with this Agreement or its duties to the Owner shall be performed or provided by the Architect without charge.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit. If the Additional Service indicated below are contemplated by Owner as inclusive of the Basic Services described in Section 2.1, the Additional Services line item should be deleted.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™–2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 [Intentionally Omitted].

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, but only if authorized in writing by the Owner prior to the Additional Services being provided and in accordance with the requirements of Section 4.1. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner’s written authorization.

§ 4.3.2 [Intentionally Omitted].

§ 4.3.3 [Intentionally Omitted].

§ 4.3.4 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Architect and Owner acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Architect shall prepare designs and Construction Documents so that the Project can be built within the Sated Limitation of the Cost of the Work (SLCW) specified in Exhibit A Section A.1.3.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. Owner may change the designated representatives upon written notice to the Architect; and Owner may modify the scope of authority of the designated representative in like manner. The Owner shall render decisions and approve the Architect's submittals in a timely manner.

§ 5.4 Where necessary for the Architect's performance of the Services, in the Architect's opinion, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, overall dimensions, and significant landscape features, including trees of three inches (3") or greater caliper; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Architect shall coordinate its Services and those of its Consultants with services provided by the Owner.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, but only after the Architect has advised the Owner what test, inspections, and reports are required, and where needed for performance of the Work and where the need is not the result of the Architect's negligence or failure to perform.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work. However, without limiting any other provisions of this Agreement, nothing herein is intended to require the Owner to provide such services to the Architect with respect to any matters (.1) that are subject to a dispute between the Owner and the Architect or (.2) to the extent that the request or need for such services results from the fault, breach of contract, or negligence of the Architect. Nothing in the foregoing provisions will allow the Owner to refuse to provide the Architect information in the Owner's possession which is needed by the Architect in order to address the matters of dispute so long as such information is not confidential or privileged information.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided nothing in this Agreement shall be construed so as to require the Owner to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the Architect's Services.

§ 5.10 [Intentionally Omitted].

§ 5.11 The Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Architect shall perform in a manner consistent with the obligations of the Architect as stated in this Agreement and in the Contract for Construction and the General Conditions of the Contract for Construction (as amended and supplemented with city made modifications). The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 (Owner's Approvals) The Owner's approval of plans, specifications or other documents shall not relieve the Architect of the responsibility to provide professional services in compliance with this Agreement.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect as part of Basic Services, represent the Architect's judgment as a design professional familiar with the construction industry. The Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 The Architect's Estimate of the Cost of the Work shall be projected to the scheduled date for completion of the Bidding and Negotiation Phase of Services.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's Stated Limitation on the Cost of the Work (SLCW), the Architect shall analyze its design and inform the Owner of more cost-effective ways to build and of any related compromises to quality of construction. However, when those conditions occur at the end of the Construction Documents Phase of Services either as a result of some other fault or negligence of the Architect the Owner may elect to compel one or more of the following measures (or some combination thereof: (1) approve an increased SLCW, in which case the basis of the Architect's compensation shall be fixed at the previously approved SLCW or the Architect's most recent Estimate of the Cost of the Work, whichever is less; (2) reject the design and/or Construction Documents, in which case the Owner's reproduction and delivery costs and other costs related to the rejected bidding or negotiation shall be deducted from Architect's compensation; (3) direct the Architect to revise the design and/or the Construction Documents in a manner that is agreeable to the Owner and that conforms to the SLCW, in which case these Services shall be provided by the Architect at no cost to the Owner and the cost of reissuance of documents shall be borne solely by the Architect; (4) revise the program or the Scope of Work, in which case the Services shall be provided by the Architect at no cost to the Owner and the cost of reissuance of documents (and damages suffered by the Owner as a result) shall be borne solely by the Architect; or (5) terminate this Agreement, in which case the Architect shall be compensated as otherwise provided herein for Services properly performed through the date of termination and reimbursable expenses less the Owner's reproduction and delivery costs and other costs related to the Architect's failure to design in accordance with the

SLCW. If amounts remaining within fees due the Architect are insufficient to cover the Owner's costs and damages due the Architect's negligent provision of Services or other failure to perform, the Architect shall immediately compensate the Owner for the difference.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal for reasons not related to the fault of the Architect, the Owner shall at the Owner's sole discretion

- .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - .5 instruct the Architect to modify its design and the Construction Documents so the Cost of the Work will fall within the Stated Limitation of the Cost of the Work;
- .6 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect hereby assigns to the Owner, without reservation, all copyrights in all Project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the Construction Documents. The Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from its Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subsection, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect and its Consultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of its obligations under this Agreement for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the Architect or the accused commission by the Architect of a tort or a crime affecting the Owner or the Project or upon termination of this Agreement. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity, except that the non-exclusive license granted in this Agreement to the Architect for purposes of the Architect's performance hereunder may be sub-licensed to the Architect's Consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.

§ 7.3.1 To the extent that liability arises from misuse of the Instruments of Service by the Owner or another architect or engineer, the Architect shall not be responsible for that misuse. If the Owner uses the Instruments of Services for purposes including additions to and modifications of the Project, and for other projects, the Owner shall indemnify the Architect for losses, including reasonable attorneys' fees, suffered by the Architect as a result of the use of the design and these documents for such other purposes. If these documents are used for other purposes, the Owner shall see that they are modified (a) to indicate that the Architect did not prepare them for such other purposes and is not responsible for their use in connection with such other purposes and (b) to delete the Architect's name and seal from the documents (where permitted or required by law).

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purposes without the express written permission of the Owner.

§ 7.5 If the Owner subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the Architect, the Owner shall (where permitted or required by law) remove or completely obliterate the original professional's seals, logos, and other indications on the documents of the identity of the Architect and its Consultants.

§ 7.6 The Architect shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the Owner or as required by law or to defend any claim asserted against the Architect.

§ 7.7 [INSERT LANGUAGE RE USE OF INSTRUMENTS OF SERVICES AND INDEMNIFICATION. SEE OLD LANGUAGE FROM SECTION 6.1]h

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, either upon the date of Substantial Completion (for acts or failures to act occurring before Substantial Completion of which the Owner was aware) or when the Owner should have reasonably discovered the acts, omissions, events, or circumstances giving rise to delay or damages to the Owner or the Project, whichever occurs later; but in no case shall an action be brought more than twelve years after the Date of Substantial Completion.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 *[Intentionally Omitted]*.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be according to the process adopted by the State Building Commission pursuant to N.C.G.S. 143-135.26(11).

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Owner is located as indicated in page one of this Agreement, unless another location is mutually agreed upon.

§ 8.2.4 *[Intentionally Omitted]*.

§ 8.3 [Intentionally Omitted]

§ 8.3.4 [Intentionally Omitted]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Architect shall give the Owner twenty-one (21) days written notice of the Architect's intention to terminate or suspend provision of Services. This notice shall detail the Architect's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the Owner may cure the alleged reason.

§ 9.2 If the Owner fails to make payments to the Architect that are otherwise due hereunder and are not subject to a good faith dispute, the Architect shall give the Owner fourteen (14) days' advance written notice of its intention to suspend Services. If the Owner fails either to pay or justify its lack of payment of undisputed amounts in accordance the terms of this Agreement Architect may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes. The suspension shall cease when payment in full of undisputed amounts is made.

§ 9.3 Unless otherwise noted herein or indicated in the Project Schedule most recently approved by the Owner, or unless caused by the Architect if the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect shall be compensated for Services that were fully and satisfactorily performed prior to suspension and shall receive equitable payment for the Architect's demonstrated actual costs to remobilize to continue performance when Services are recommenced by request of the Owner.

§ 9.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. Should the Owner terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.5 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.6 [Intentionally Omitted].

§ 9.7 [Intentionally Omitted].

§ 9.8 (Termination Expenses) Any references to Termination Expenses elsewhere in this Agreement shall be of no effect.

§ 9.9 (Cooperation after Termination) In case of any termination, the Architect shall

- .1 cooperate with the Owner in completing the Project;
- .2 provide information requested by the Owner in connection with completion of the Project;
- .3 provide a reproducible copy of all Drawings, Specifications and other documents, even if incomplete, prepared by the Architect up to the date of termination; and
- .4 if requested by the Owner, provide a reproducible copy of all Drawings, Specifications and other documents to describe the constructed Work as of the date of termination.

Services provided after termination shall be compensated as Additional Services.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 (Place of Project; Choice of Law and Forum) This Agreement shall be deemed made in Durham County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court.

This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, as amended and supplemented with city made modifications, to the extent that said conditions and modifications do not conflict with this Agreement. However, except to the extent the context otherwise requires, the “Project” is described on page 1 of this Agreement.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Architect may not assign its interests or obligations under this Agreement without the written consent of the Owner, which consent may be withheld by the Owner for any reason.

§ 10.3.1 The Services provided by the Architect are deemed to be personal in nature. The Architect shall appoint to Project leadership positions those persons listed in Section A.2.5.3 of Exhibit A hereto (Project Team). The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect’s proposed replacement Project Team member(s) for the Owner’s approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner’s rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review. If the Owner requests the Architect to execute consents, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.5.1 The Owner shall enjoy the same benefits and rights as to the Architect’s Consultants as the Architect enjoys with respect to its Consultants. The Architect shall enter written contracts with its Consultants that impose upon its Consultants the same duties and obligations to the Owner as the Consultant has to the Architect. Should the Owner terminate this Agreement with the Architect, the Owner shall, upon Owner’s request, obtain assignment of the Consultant’s agreement(s) with the Architect. That assignment does not change the fact that the Owner has no obligation to pay Consultants any amounts whatsoever on this Project, except prospective fees expressly agreed to by the Owner after Owner’s acceptance of assignment of the Consultant’s agreement(s). At the request of Owner, the Architect shall supply the Owner with copies of the Architect’s agreements with its Consultants.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project by the Architect pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect may include in its portfolio or promotional materials exterior photographs and site plans of the Project; provided, however, images used may not include any proprietary or confidential information. Exterior photographs of the completed Project may be displayed by the Architect in its promotional materials, but the display cannot include floor plans, area and cost information, or other program-specific information without the advance written consent of the Owner.

§ 10.8 Architect shall consider all Project-specific information, except Project name and location, to be confidential and proprietary to the Owner. All designs, drawings, Instruments of Service, specifications, models, computer models, and other products of the Architect’s Services shall be deemed to be the Owner’s confidential and proprietary information. No confidential and proprietary information of the Owner shall be disclosed to others by the

Architect except to: (1) the Architect's Consultants and employees as necessary to perform their portion of the services; (2) those who have an official need to know the content of the information in order to perform services or construction solely and exclusively for this Project; (3) building and government officials who need to know the content of the information in order to approve construction, to administer laws, codes, and regulations, or to perform their duties as to this Project; and (4) other consultants and Contractors whose contracts include similar restrictions on the use of information as needed to preserve for the Owner the confidentiality of proprietary or Project-related information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

<< >>

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

<< >>

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

<< >>

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus << zero percent >> percent (<< 0 >> %), or as otherwise stated below:

<< >>

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<< >>	percent (<< >>	%)
Design Development Phase	<< >>	percent (<< >>	%)
Construction Documents Phase	<< >>	percent (<< >>	%)
Bidding or Negotiation Phase	<< >>	percent (<< >>	%)
Construction Phase	<< >>	percent (<< >>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 [Intentionally Deleted]

§ 11.7 The hourly billing rates for Additional Services performed by the Architect and the Architect's consultants, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<< >>

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 dedicated data and communication services, teleconferences, Project Web sites, and extranets;3
Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials not prepared
"in-house" by the Architect and requested by the Owner
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this
Project, or the expense of additional insurance coverage or limits if the Owner requests such
insurance in excess of that normally carried by the Architect's consultants;
- .9 .10 Site office expenses.
- .11

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero percent » percent (« 0 » %) of the expenses incurred.

§ 11.9 [Intentionally Omitted]

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the first invoice. If full credit applied to the initial invoiced amount exceeds the amount due, then the credit shall be applied to each subsequent invoice until the full credit has been exhausted; or, in the alternative, the Owner may request a refund by the Architect of the Initial payment should progress of the Services be inadequate to fully apply the credit for the initial payment to the first and immediately subsequent invoices.

§ 11.10.2 Payments not subject to a good faith dispute are due and payable days from the Owner's receipt of
the Architect's invoice providing adequate documentation. The invoice is rebuttably presumed received on the first
weekday that is not a legal holiday 3 days after mailing. The interest rate shall be percent (%) per
year simple interest.

§ 11.10.3 [Intentionally Omitted]

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the Owner when payment is requested. The records shall be kept in such form and detail as will clearly identify all relevant charges and costs and the bases thereof, except to the extent the Owner's representative and the Architect's representative concur otherwise in writing. Said concurrence is valid without an amendment to this Agreement. The Architect shall maintain all such records and provide the Owner access to them, and the right to copy them, until at least four years after Architect's last request for payment under this Agreement

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« § 12.1 (Representatives) The Owner's representative, authorized to act on the Owner's behalf, shall be: .
The Architect's representative, authorized to act on the Architect's behalf, shall be: . Either party may
substitute another representative by giving notice to the other party.

§ 12.2 (Meetings; Use of Systems)

§ 12.2.1 (Governing Body Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at one City Council meeting, one Council committee meeting, and one meeting of the Board of County Commissioners.

§ 12.2.2 (City/County Planning Governing Meetings) As part of Basic Services, the Architect shall attend

and discuss the Project at all required meetings.

§ 12.2.3 (Other Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at all required meetings as requested by Owner:

§ 12.3 (Liquidated Damages)

☐ This Section 12.3 applies to this Agreement. The schedule referred to in this Section 12.3 is contained in

☐ This Section 12.3 does not apply to this Agreement. If this box is checked, then none of Section 12.3 or its Subsections is part of this Agreement.

This Section 12.3, including its Subsections, supersedes the original (i.e., as published by the AIA) version of Article 2 to the extent of any conflict. References to the schedule in this Section are intended to refer to the schedule as amended from time to time with the consent of the Owner.

§ 12.3.1 (Design Development Phase) If due solely to the fault of the Architect, the Design Development Phase is not completed by the schedule's deadline, the Owner shall withhold percent of the total compensation for that phase. If the Construction Documents Phase is completed by the schedule's deadline, the Owner shall release said withholding.

§ 12.3.2 (Construction Documents Phase) If due solely to the fault of the Architect, the Construction Documents Phase is not completed by the schedule's deadline, the Owner shall retain the amount withheld pursuant to Subsection 12.3.1 as liquidated damages. If due solely to the fault of the Architect, the Construction Documents Phase is not completed by the schedule's deadline, the Owner shall retain as liquidated damages dollars (\$) per day for each day after the deadline that the phase is incomplete for the first 7 days and dollars (\$) per day for each day thereafter. If any part of those delays is caused in whole or in part by the Owner, liquidated damages shall not be charged for that portion of the delay time.

§ 12.3.3 (Liquidated nature) The parties recognize that the Owner will suffer financial loss if the services of the Architect are not completed on schedule. They also recognize the delays, expense, and difficulty to both parties involved in proving or contesting the amounts of those losses. Instead of requiring proof of those amounts, it is agreed that the Architect shall be liable for the sums specified in this Section 12.3 as liquidated damages, and not as penalties. The amounts stated as liquidated damages are agreed to be reasonable estimates of the Owner's losses and expenses for delays, including inspections, architectural and engineering services, and administrative costs.

§ 12.4 (Notice) Unless the context otherwise requires, all notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or by registered or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Durham
101 City Hall Plaza
Durham, North Carolina 27701

The fax number is (919)

The email address is

To the Architect:

The Architect's fax number is .
The Architect's email address is

Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

§ 12.5 (Indemnification).

§ 12.5.1 (Indemnification for Charges Arising from Professional Services). Solely with respect to Charges which arise out of Architect's performance of professional services hereunder, to the maximum extent allowed by law, the Architect shall defend, indemnify, and save harmless Indemnitees from and against all such Charges that arise in any manner from, in connection with, or out of Architect's performance of professional services under this Agreement, but only to the extent such Charges are caused by the professional negligence of the Architect or its subconsultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. For purposes of this Section 12.5.1 "professional negligence" shall mean any failure on the part of the professional to comply with the professional standard of care legally required or reasonably expected under the circumstances in the performance or non-performance of professional services hereunder.

§ 12.5.2 (Indemnification for Charges Not Arising from Professional Services). With respect to all Charges other than those which arise out of Architect's performance of professional services hereunder, to the maximum extent allowed by law, the Architect shall defend, indemnify, and save harmless Indemnitees from and against all such Charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of the Architect or subconsultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this Section 12.5.2 the Architect shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

§ 12.5.3 Definitions. As used in Sections 12.5.1 and 12.5.2 above and Section 12.5.4 below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Agreement). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Architect.

§ 12.5.4 (Other Provisions Separate). Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.

§ 12.5.5 (Survival). This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Architect under this Agreement.

§ 12.5.6 (Limitations of the Architect's Obligation). Sections 12.5.1 and 12.5.2 above shall not require the Architect to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

§ 12.6 (SDBE and Equal Opportunity) The Architect shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Architect to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this Agreement, and State law. The Participation Plan submitted in accordance with that article is binding on the Architect. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of

the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies.” It is stipulated and agreed that those two quoted sentences apply only to the Architect’s alleged violations of its obligations under Article III of Chapter 18 and not to the Architect’s alleged violations of other obligations.

§ 12.7 (Compensation for Architect’s Errors) If the Architect creates plans or specifications containing an error that cause actual construction of a portion of Work that needs to be changed solely because of the Architect’s error, the Architect will pay the Owner all costs of correcting the error, including an amount to compensate the Owner for time spent by Owner’s employees because of the error without regard to what other services those employees might have done for the Owner had the error not occurred.

§ 12.7.1 (Unforeseen Conditions) An error occurring because of physical conditions that were both not in fact known to the Architect or its consultants and not readily apparent to the Architect or its consultants shall not be grounds for payment under this Section 12.7.1.

§ 12.7.2 (Cost of Employees’ Time) The cost of the employees’ time will be calculated as follows: the time spent by any salaried employee of the Owner because of the error shall be compensated at an hourly rate equal to the employee’s gross salary during the applicable fiscal year of the Owner divided by the number of hours worked by that employee for the Owner during that fiscal year.

§ 12.7.3 (No Payment Below 1% or Above Deductible) The Architect shall not be required to make any payment under this Section 12.7 until the total amounts that would be payable under the preceding sentences of this Section exceed one percent (1%) of the latest preliminary estimate of Cost of the Work, and the amount payable hereunder shall be only that amount that exceeds said 1%. The payments made under this Section shall not exceed the insurance deductible of the Architect’s professional liability insurance.

§ 12.7.4 (Limits on Double Payments) If this Section 12.7 is applied to compensate the Owner for an error (or if it is applied but the Architect has not paid anything pursuant to it because said 1% has not been exceeded), the Architect shall not owe the Owner any other compensation to remove the erroneously built Work and replace it with correct Work. However, the payment of such compensation or the application of this Section shall not affect liability for personal injury or damage to property. (In the preceding sentence, “damage to property” excludes the damage suffered by the Owner for the cost of replacing the erroneously installed Work for which this Section provides compensation, but it includes all other general, special, consequential, or other kinds of damage resulting from the error.)

§ 12.7.5 (Limit on Use of Payment against Architect) A payment by the Architect pursuant to this Section 12.7 is not admissible against the Architect in any legal action or proceeding other than to enforce this Section (e.g., it is not admissible in a personal injury action).

§ 12.7.6 (Nonpayment Hereunder Not to Prevent Other Claims) If this Section 12.7 is not applied so as to compensate the Owner for an error, this Section shall not be used to construe this Agreement so as to reduce any remedy that is available to the Owner because of that error. For example, to the extent an error is not compensated for because of the amount exceeds the insurance deductible, the Owner will not be deemed to have waived a claim therefor.

§ 12.8 (Waiver) The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy under this Agreement, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom the waiver is asserted.”

§ 12.9 (Headings) The headings to articles, Sections, Subsections, and Subsubsections in this Agreement are included for reference only, and shall not be construed to affect the meaning of this Agreement.”

§ 12.10 (Assignment of Subcontracts) All contracts between the Architect and others to provide services on the Project, in which the services are expected to take more than one month to complete and the compensation is

expected to exceed \$5,000, shall contain a provision allowing the Owner or a person designated by the Owner to assume the Architect's rights under the contract so as to require continued performance according to the terms of the contract, provided, however, that neither the Owner nor the person designated by the Owner shall be liable for breaches or other events or occurrences that took place before it assumed the contract. The Architect will demonstrate compliance with this Section when requested by the Owner.

§ 12.11 (Reimbursable Expenses) *(If no Reimbursable Expenses are to be paid, check the first box (12.11.1). If some Reimbursable Expenses are to be paid but not in accordance with 12.11.2, check the first box and the third box (12.11.3), and then in the blank for the third box, set out the agreement with respect to Reimbursable Expenses.)*

☐ § 12.11.1 Delete Section 11.8 of this Agreement, including all Subsections and Subsubsections in Section 11.8. Any references to Reimbursable Expenses in this Agreement shall be of no effect, except as may be provided in Subsection 12.11.3.

☐ § 12.11.2 In Subsection 11.8.1 delete these four Subsubsections: 11.8.1.4, 11.8.1.5, 11.8.1.6, 11.8.1.7, and 11.8.1.8.

☐ § 12.11.3 .

§ 12.12 (Certificates)

☐ § 12.12.1 (Certificates) The Owner's representative and the Architect's representative have discussed Section 10.4 of this Agreement.

☐ § 12.12.1 (Certificates) The Owner's representative and the Architect's representative have not discussed Section 10.4 of this Agreement because:

§ 12.13 The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 12.14 (Other)

»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as modified
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« Exhibit A, Initial Information »

This Agreement entered into as of the day and year first written above.

CITY OF DURHAM

ATTEST:

By: _____

Preaudit Certificate:

Signature section and notarization section for Architect:

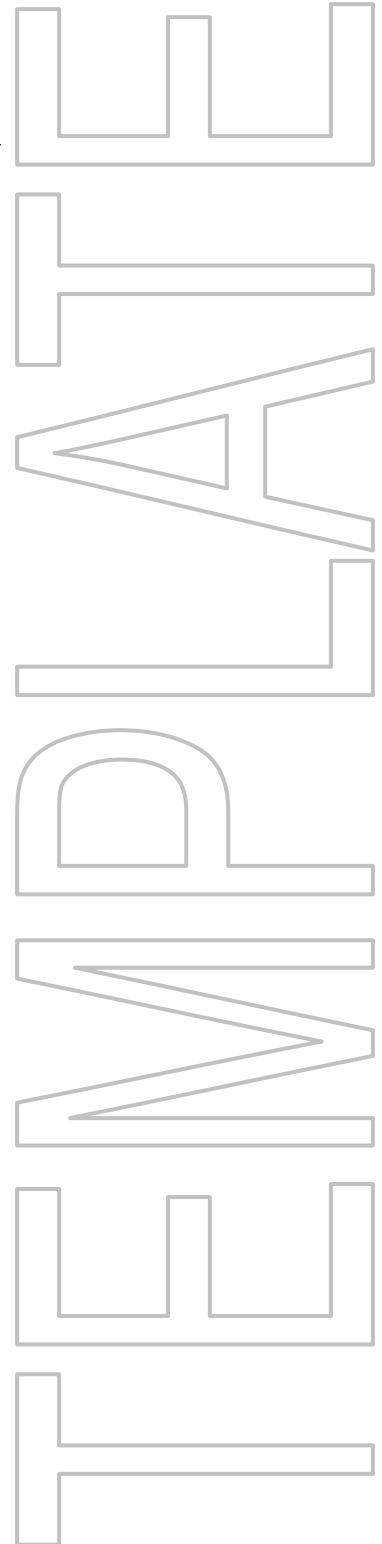


Exhibit A

Initial Information

Editing Template

CAUTION: Take care not to remove or otherwise edit Project Data fill-point areas (Basic Information, Contract Details and Project Team) when making edits to this document.

for the following PROJECT:

(Name and location or address)

Fire Administration Building-Roof, Envelope, Lobby and HVAC Repairs
2008 E. Club Blvd.
Durham, NC 27704

<< >>
 << >>

THE OWNER:

(Name, legal status and address)

City of Durham
101 City Hall Plaza
Durham, NC 27701

<< >>< >>
 << >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>
 << >>

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable,” “unknown at time of execution” or “to be determined later by mutual agreement.”)

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner’s program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

<< >>

§ A.1.2 The Project’s physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys;

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« Design for needed repairs to the facility including replacement of nine packaged roof top HVAC units (eight natural gas and one electric), replacement of existing roof membrane and accessories including flashing, sealants, repair of cracked brick and holes and selective masonry tuck pointing, abatement of materials in the lobby area including asbestos floor tile mastic and lead paint and reconfiguration of the lobby entrance and reception area casework to better accommodate facility visitors and improve monitoring of the building's main entry. »

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

« The initial Stated Limitation on Cost of the Work (SLCW) is \$/ insert—730,000 /I. The SLCW may be adjusted during the course of design and construction by means established herein. »

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

« »

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

« »

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« »

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

« To be decided by Owner »

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

« Owner reserves the right to modify this list during the course of the Project »

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

« »
« »
« »

<< >>
<< >>
<< >>

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 The following Consultants are among those retained by the Architect to perform Basic Services:

.1 Structural Engineer

<< >><< >>
<< >>
<< >>
<< >>
<< >>

.2 Mechanical Engineer

<< >><< >>
<< >>
<< >>
<< >>
<< >>

.3 Electrical Engineer

<< >><< >>
<< >>
<< >>
<< >>
<< >>

§ A.2.5.2 Consultants retained under Additional Services:

<< >>

§ A.2.5.3 Project Team. The following persons are designated by the Architect as key members of the Project Team:

<< >>

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

<< >>

Appendix F – Non-Collusion Form

NON-COLLUSION AFFIDAVIT

By executing this bid, I certify that this bid is submitted to the City of Durham competitively and without collusion. I am authorized to represent the bidder both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the bidder has not violated N. C. General Statute section 133-24 in connection with the bid, (2) the bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its bid, and (3) the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In this Non-collusion Affidavit, “bid” includes bids and proposals, and “bidder” includes bidder and proposer. The neuter includes the masculine and the feminine. The bidder to which this Non-Collusion Affidavit refers is:

(Insert name of Consultant)

(Signature of individual authorized by Corporation)

State of _____ ACKNOWLEDGMENT
County of _____

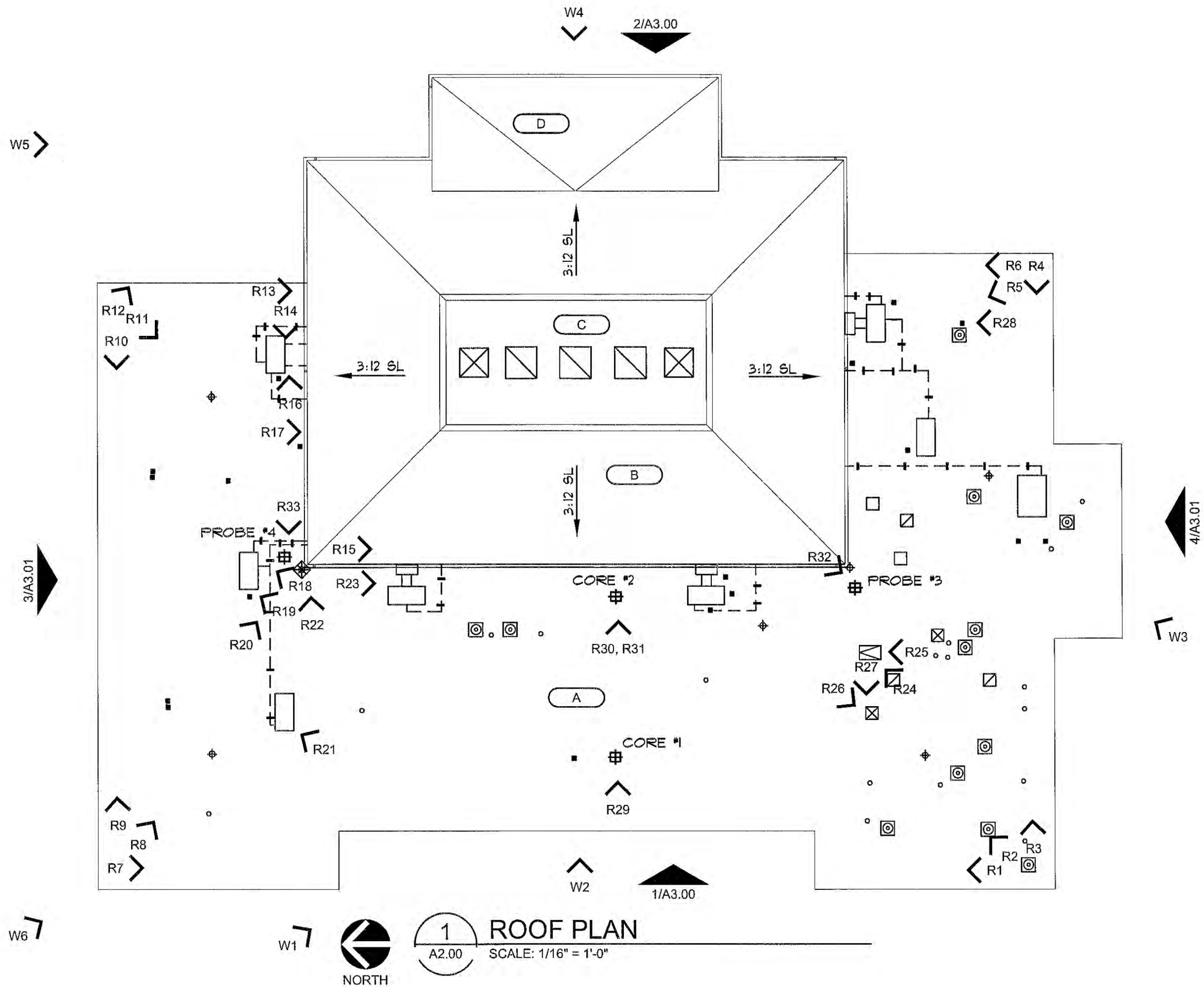
I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and having been duly sworn, stated that the contents of the foregoing Non-collusion Affidavit are true to the best of his or her knowledge and belief, and he or she acknowledged the execution of the foregoing Non-collusion Affidavit in connection with the bidder named above. This, the _____ day of _____, 20____.

My commission expires: _____

APPENDIX G – PROJECT INFORMATION

FIRE ADMIN BUILDING: PLANS AND ELEVATIONS ASSESSMENT INFORMATION



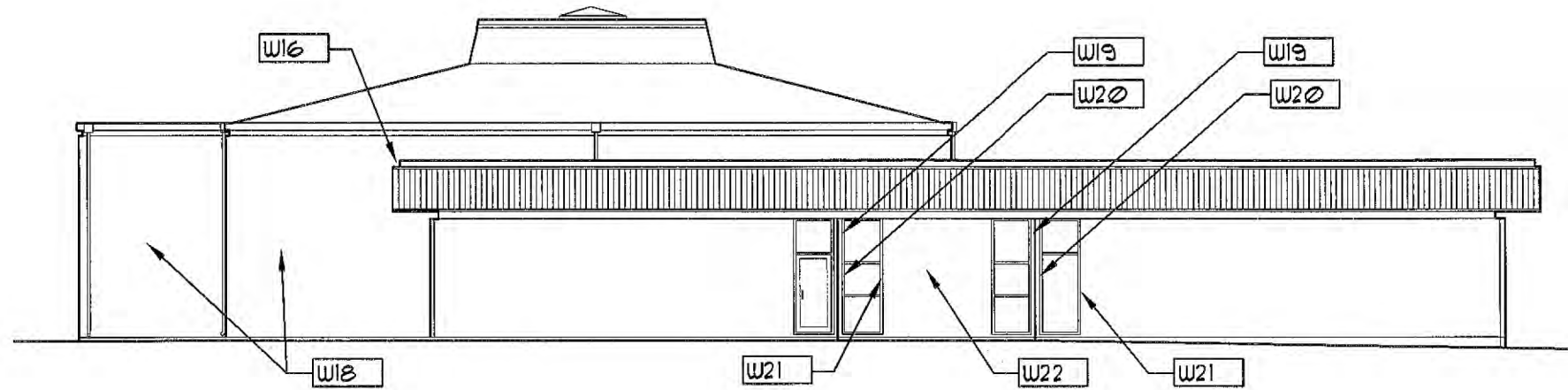
OWNER: CITY OF DURHAM
DURHAM, NC

PROJECT: FIRE DEPARTMENT ADMINISTRATION
2008 EAST CLUB BLVD.
DURHAM, NC 27704

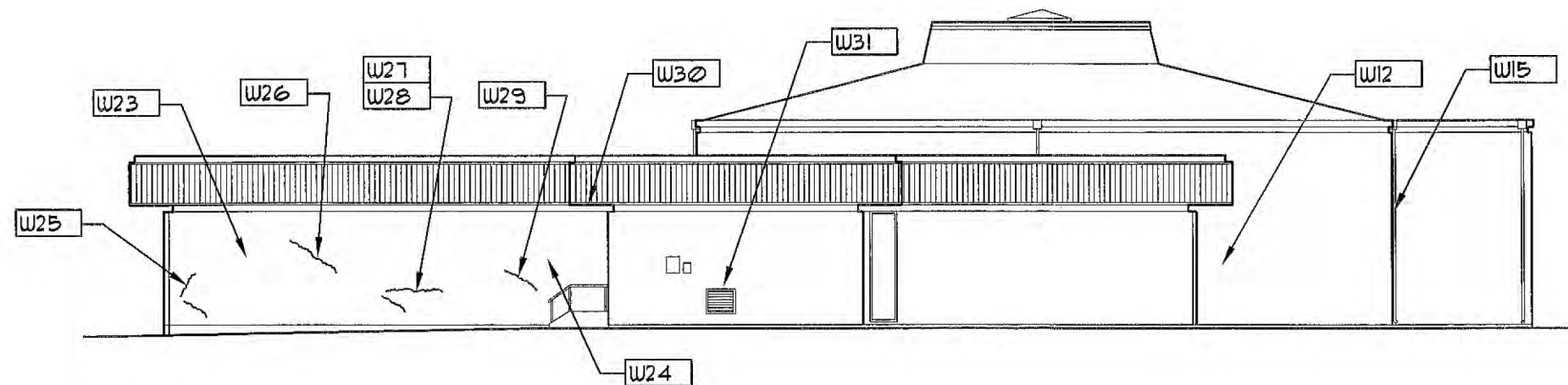
#	DATE	DESCRIPTION
REVISIONS		

SHEET TITLE: ROOF PLAN

SHEET NUMBER: A2.00



3 NORTH ELEVATION
A3.01 SCALE: 1/16" +/- = 1'-0"



4 SOUTH ELEVATION
A3.01 SCALE: 1/16" +/- = 1'-0"

OWNER:

CITY OF DURHAM
DURHAM, NC

PROJECT:

FIRE DEPARTMENT ADMINISTRATION
2008 EAST CLUB BLVD.
DURHAM, NC 27704

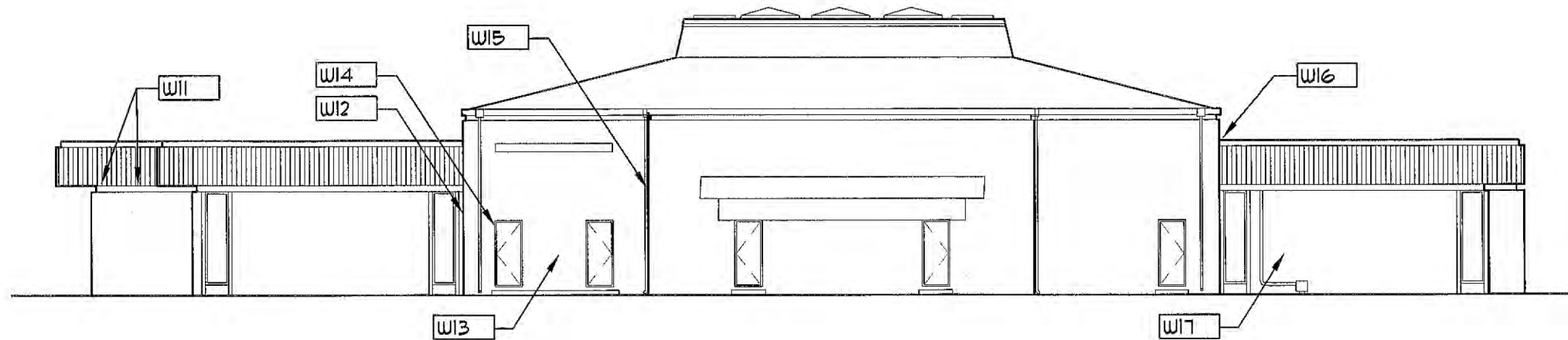
#	DATE	DESCRIPTION
REVISIONS		

SHEET TITLE:

ELEVATIONS



1 WEST ELEVATION
A3.00 SCALE: 1/16" = 1'-0"



2 EAST ELEVATION
A3.00 SCALE: 1/16" = 1'-0"

OWNER:
PROJECT:

CITY OF DURHAM
DURHAM, NC

FIRE DEPARTMENT ADMINISTRATION
2008 EAST CLUB BLVD.
DURHAM, NC 27704

#	DATE	DESCRIPTION
REVISIONS		

ELEVATIONS

SHEET NUMBER:

A3.00

W4) EAST ELEVATION



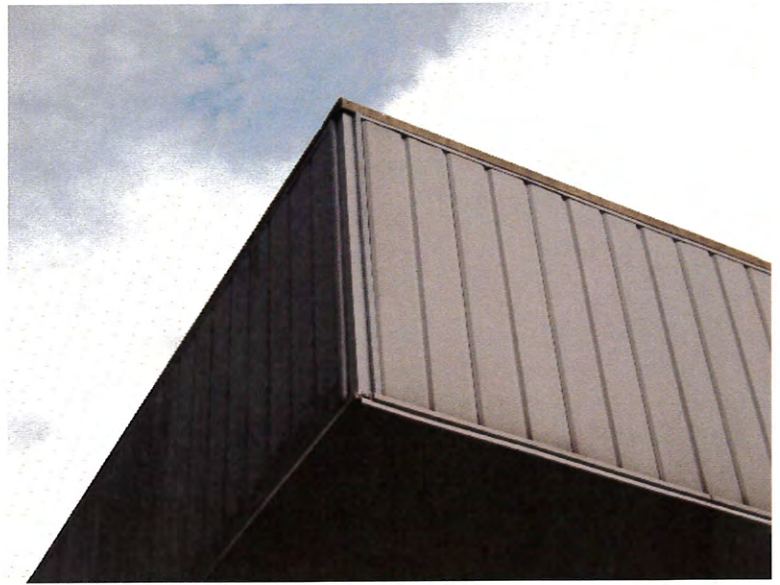
W5) NORTH ELEVATION AT EAST END



W6) NORTH ELEVATION AT WEST END



W7) TYPICAL ALUMINUM FASCIA/FRIEZE

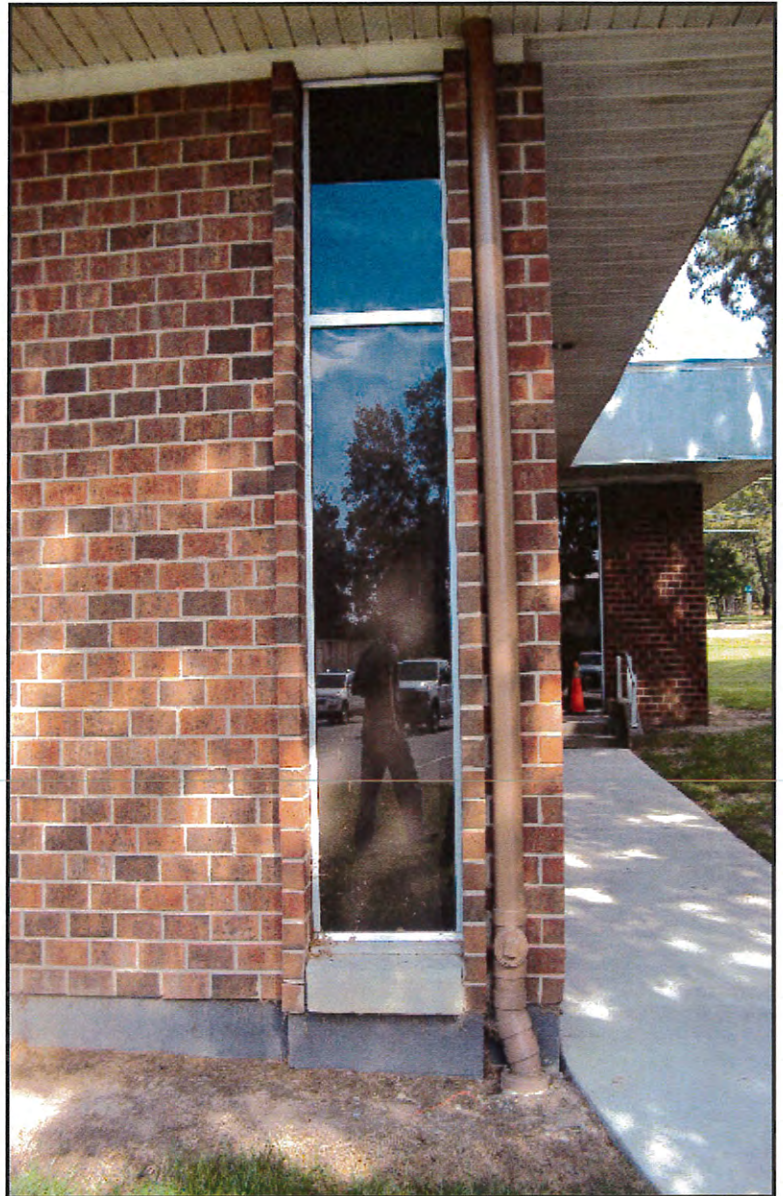


W8) ALUMINUM PANEL SOFFIT WITH RUST AND DAMAGE



W9) SOUTHWEST CORNER

NOTE: DRAIN PIPE



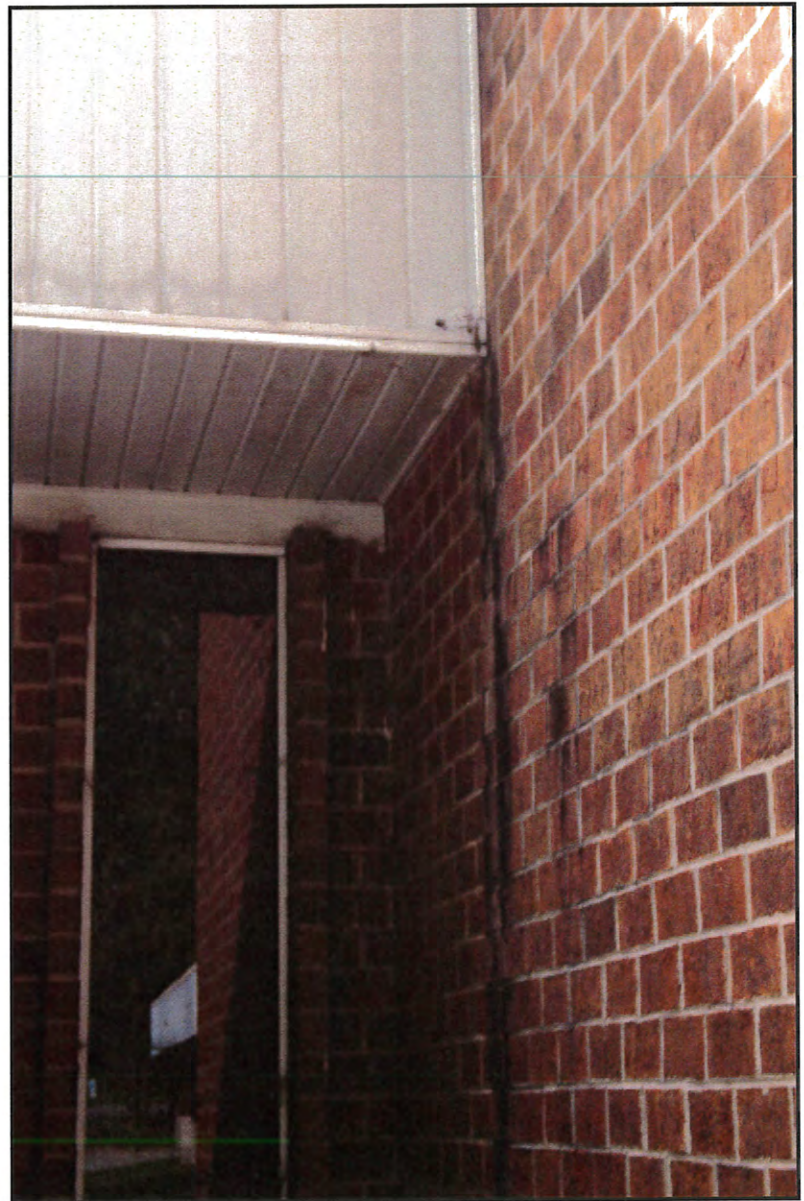
W10) EVIDENCE OF SETTLEMENT AT
SOUTHWEST CORNER



W11) LOOSE ALUMINUM PANEL SOFFIT AND
CORNER TRIMS



W12) STAINED BRICK



R1) OVERVIEW FROM SOUTHWEST CORNER

NOTE: PONDING



R2) OVERVIEW FROM SOUTHWEST CORNER

NOTE: PONDING



R3) OVERVIEW FROM SOUTHWEST CORNER

NOTE: PONDING



R4) OVERVIEW FROM SOUTHEAST CORNER

NOTE: PONDING



R5) OVERVIEW FROM SOUTHEAST CORNER

NOTE: PONDING



R6) OVERVIEW FROM SOUTHEAST CORNER

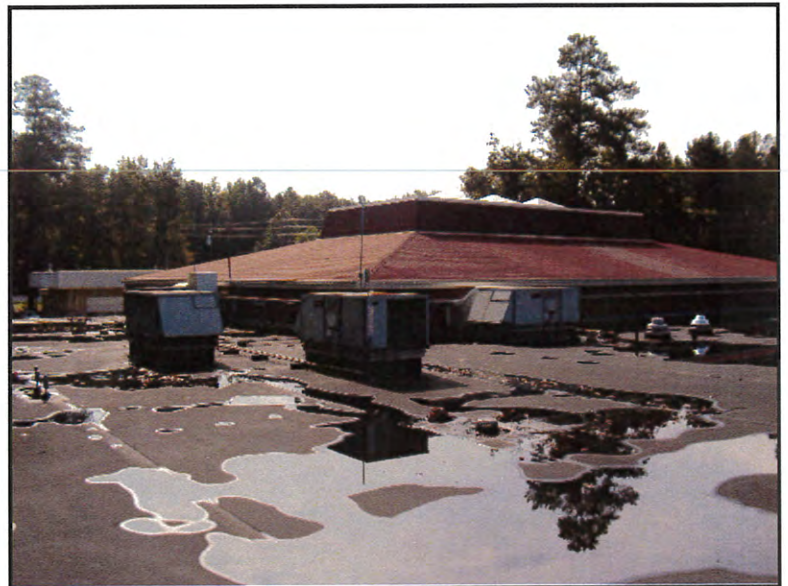
NOTE: PONDING



R7) OVERVIEW FROM NORTHWEST CORNER
NOTE: PONDING



R8) OVERVIEW FROM NORTHWEST CORNER
NOTE: PONDING



R9) OVERVIEW FROM NORTHWEST CORNER
NOTE: PONDING

